

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

**DERISSA DAVIS and JENNIFER JOHNSON, )  
on behalf of themselves and all other persons )  
similarly situated, known and unknown, )**

**Plaintiffs,**

**V.**

**A SURE WING, LLC, DIVERSIFIED  
RESTAURANT HOLDINGS, INC. and AMC  
WINGS, INC.**

## Defendants.

**Case No. 15-cv-1384-SCW**

**) Magistrate Judge Stephen C. Williams**

## INDEX OF EXHIBITS

EXHIBIT	DOCUMENT
A	<p>Declaration of Douglas M. Werman</p> <p>Exhibit 1. Class Action Settlement Agreement</p> <p>a. List of Class Members</p> <p>b. Short Form Notice</p>

# **EXHIBIT A**

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## DECLARATION OF DOUGLAS M. WERMAN

I, Douglas M. Werman, declare and state under penalty of perjury, the following:

1. I am a member in good standing of the Illinois State Bar and am the managing shareholder of Werman Salas P.C.

2. All the facts stated herein are true and correct and are within my personal knowledge.

3. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement Agreement for Class and Collective Action Claims, Appointment of Plaintiffs' Counsel as Class Counsel, and Approval of Plaintiffs' Proposed Notice of Settlement. A copy of the Parties' Settlement Agreement is attached hereto as Exhibit

1.

## My Experience

4. I graduated from Loyola University of Chicago's School of Law in 1990. I

received my undergraduate degree from the University of Illinois, Champaign-Urbana, in 1987. I was admitted to practice law in the State of Illinois in 1990. During the entire course of my legal practice, I have practiced primarily in the area of labor and employment law. Since 2001, my practice has been highly concentrated in representing employees in cases arising under federal and state wage and hour laws, including the Fair Labor Standards Act (“FLSA”), Illinois Minimum Wage Law (“IMWL”), the Illinois Wage Payment and Collection Act (“IWPCA”) and the Illinois Day and Temporary Labor Services Act (“IDTLA”).

5. Over 95% of my legal work involves federal and state court litigation of wage and hour cases in which employees seek to collect unpaid compensation or other owed employment benefits.

6. I am admitted in the following courts:

<b>COURT OF ADMISSION</b>	<b>DATE OF ADMISSION</b>
State of Illinois	11/08/1990
United States District Court, Northern District of Illinois	12/20/1990
United States Court Appeals, Seventh Circuit	08/05/1994
United States District Court, Western District of Michigan	06/24/1999
United States District Court, Central District of Illinois	03/30/2001
United States District Court, Eastern District of Michigan	03/25/2003
United States District Court, Southern District of Illinois	04/08/2010
United States District Court, Northern District of Indiana	10/25/2010
United States Court Appeals, Second Circuit	11/21/2013
United States Court Appeals, Eleventh Circuit	05/06/2015
United States District Court,	07/22/2015

Western District of New York	
United States Federal Claims Court	08/13/2015
United States District Court, Southern District of Indiana	11/05/2015
United States District Court, Eastern District of Arkansas	12/04/2015
United States Court Appeals, Tenth Circuit	04/21/2016
United States Court Appeals, Ninth Circuit	05/20/2016

7. My published cases in the area of wage and hour and employment law exceed 160 decisions, and include *Ervin v. OS Rest. Servs.*, 632 F.3d 971 (7th Cir. 2011), the leading appellate decision addressing the propriety of a combined Rule 23 class action and a FLSA collective action under 29 U.S.C. §216(b).

8. I was a co-author of the National Employment Lawyers Association (“NELA”) *amicus* brief filed in the case *Fast v. Applebee’s Int’l, Inc.*, 638 F.3d 872 (8th Cir. 2011) *cert. denied* \_\_\_ U.S. \_\_\_, 181 L. Ed. 2d 977 (Jan. 17, 2012), which deals with Section 3(m) of the Fair Labor Standards Act, and what duties a tipped employee may lawfully perform while receiving a tip-credit wage rate. I was also a co-author of the NELA *amicus* brief filed in the case *Roach v. T.L. Cannon Corp.*, Case No. 13-3070, which resulted in the successful appeal and reversal of a district court’s decision denying class certification on the grounds that individualized damages in a wage and hour class action defeated predominance under Fed. R. Civ. P. 23(b)(3). *Roach v. T.L. Cannon Corp.*, No. 13-3070-CV, 2015 WL 528125 (2d Cir. Feb. 10, 2015). The *Roach* decision is currently the lead appellate decision addressing the impact of the United States Supreme Court decision in *Comcast Corp. v. Behrend*, \_\_\_ U.S. \_\_\_, 133 S. Ct. 1426 (2013) on the predominance prong of Fed. R. Civ. P. 23(b)(3) in wage and hour class

actions.

9. I was a member of the working committee that helped author the 2006 amendments to the Illinois Day and Temporary Labor Services Act and the 2006 amendments to the Illinois Minimum Wage Law. I was also a member of the working committee that assisted in drafting the 2010 “Wage Theft” amendments to the Illinois Wage Payment and Collection Act.

10. I am a frequent speaker and author on wage and hour matters. Exemplars of my speaking engagements include:

National Employment Lawyers Association National Convention, Los Angeles, 2016	Co-Counseling & Cooperating with Other Plaintiffs’ Lawyers
National Employment Lawyers Association National Convention, Los Angeles, 2016	Who is an Employer & Who is an Employee?
Federal Bar Association, Chicago Chapter, Moderator, 2016	Enforcement and Litigation Priorities: EEOC, NLRB, DOL
National Employment Lawyers Association National Convention, Washington, D.C., 2015	Settlement Issues in Settling Wage and Hour Class and Collective Actions
American Bar Association, Fair Labor Standards Legislation Committee, Puerto Vallarta, Mexico 2015	Litigation Issues in Wage and Hour Class and Collective Actions
Bridgeport Legal Conferences, Wage and Hour Class Action, Chicago, 2015	Settlement of Wage and Hour Class Actions
Practicing Law Institute, Chicago, 2013, 2014, 2015	FLSA Wage and Hour Update
Chicago Bar Association, Class Litigation Committee, 2011	Current Terrain in Class Action Litigation
Illinois Institute of Continuing Legal Education, 2008	Litigating Class Action Claims
AFL-CIO Lawyers Coordinating Committee, 2008	Arbitrating Wage and Hour Cases

11. I am a member of the Board of Editors of the leading treatise on the Fair Labor Standards Act, entitled, “Kearns, *The Fair Labor Standards Act*,” published by Bloomberg BNA in conjunction with the American Bar Association Section of Labor and Employment Law.

Before being elevated to the Board of Editors in 2016, I was the Senior Chapter Editor of Chapter 20 (“Hybrid” FLSA/State Law Actions) of that same treatise.”

12. In 2012, I was a recipient of the Thirteenth Annual Award for Excellence in Pro Bono Service awarded by the United States District Court for the Northern District of Illinois, in conjunction with the Chicago Chapter of the Federal Bar Association.

13. Since January, 2000, I have been lead counsel in more than six hundred (600) cases filed in the Northern, Central, and Southern Districts of Illinois, and other federal district courts, and the Circuit Court of Cook County, relating to the recovery of unpaid wages. The majority of these cases proceeded as collective actions under § 216(b) of the FLSA and/or set forth class action claims under the IMWL and IWPCA.

14. In particular, I have significant experience prosecuting wage and hour class and collective actions. I have been designated lead or co-lead counsel in scores of wage and hour class actions and/or collective actions. These cases, include, but are not limited to: *Ortiz v. Manpower, Inc.*, No. 12 C 5248 (N.D. Ill. August 21, 2012) (class comprising over 85,000 employees); *Arrez v. Kelly Services, Inc.*, No. 07 C 1289 (N.D. Ill.) (class action for unpaid wages for over 95,000 employees) and *Polk v. Adecco*, No. 06 CH 13405 (Cook County, Ill.)(class action for owed pay for over 36,000 employees); *Romo v. Manpower*, No. 09 C 3429 (N.D. Ill. January 18, 2012); *Robbins v. Blazin Wings, Inc.*, No. 15-CV-6340 CJS, 2016 WL 1068201, at \*1 (W.D.N.Y. Mar. 18, 2016)(step one FLSA certification of a class of 62,000 tipped employees); *Garcia v. JC Penney Corp., Inc.*, No. 12-CV-3687, 2016 WL 878203 (N.D. Ill. Mar. 8, 2016) (class action for owed pay for over 36,000 employees); *Haschak v. Fox & Hound Rest. Grp.*, No. 10 C 8023, 2012 U.S. Dist. 162476, at \* 2 (N.D. Ill. Nov. 14, 2012);

*Schaefer v. Walker Bros. Enters., Inc.*, No. 10 C 6366, 2012 U.S. Dist. LEXIS 65432, at \*4 (N.D. Ill. May 7, 2012); *Kernats v. Comcast Corp. Inc.*, Nos. 09 C 3368 and 09 C 4305, 2010 U.S. Dist. LEXIS 112071 (N.D. Ill. Oct. 20, 2010); *Driver v. AppleIllinois, LLC*, 265 F.R.D. 293, 311 (N.D. Ill. 2010) & *Driver*, No. 06 C 6149, 2012 U.S. Dist. LEXIS 27659, at \*15 (N.D. Ill. Mar. 2, 2012) (decertification denied); *Schmidt v. Smith & Wollensky*, 268 F.R.D. 323 (N.D. Ill. 2010); *Hardaway v. Employbridge of Dallas, et al.*, No. 11 C 3200 (N.D. Ill.); *Williams v. Volt*, No. 10 C 3927 (N.D. Ill.) (IWPCA class action for owed pay for over 15,000 employees); *Rosales v. Randstad*, No. 09 C 1706 (N.D. Ill.); *Rusin v. Chicago Tribune*, No. 12 C 1135 (N.D. Ill. February 5, 2013); and *Peraza v. Dominick's Finer Foods, LLC*, No. 11 C 8390 (N.D. Ill. November 20, 2012). These and other cases have successfully recovered owed wages for hundreds of thousands of working people.

15. Werman Salas P.C. has the resources to meet the economic burden of class action litigation.

16. Werman Salas P.C. has no interest adverse to, or in conflict with, those of the putative class in this action.

17. Werman Salas P.C. employs highly capable staff experienced in the size and logistical challenges of class action litigation.

18. Werman Salas P.C. is familiar with the obligations and burdens of representing a class and is competent and capable of representing the proposed Class in this case.

19. In my opinion, Werman Salas P.C. is qualified by its substantial experience, knowledge, and resources to act as counsel and represent the proposed Class in this lawsuit.



### **The Litigation**

20. On December 18, 2015, Plaintiffs filed this Action in the United States District Court for the Southern District of Illinois, on behalf of themselves and others similarly situated, alleging that Defendants violated the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.*, (“FLSA”) and the Illinois Minimum Wage Law 820 ILCS 105/1, *et seq.*, (“IMWL”) by failing to pay their servers and bartenders in accordance with the tip-credit provisions of those laws. More specifically, Plaintiffs alleged that Defendants violated the tip-credit provisions of the FLSA and IMWL by requiring servers and bartenders to perform improper types, and excessive amounts, of non-tipped work. As a result, Plaintiffs alleged that Defendants forfeited their right to take some or all of the tip credit against the minimum wages of their servers and bartenders.

21. On April 6, 2016, Plaintiffs served their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). On April 11, 2016, Plaintiffs filed a motion for step-one notice of Plaintiffs’ FLSA claims. On April 14, 2016, Plaintiffs served written discovery requests on the Defendants. On April 15, 2016, Defendants served their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1) and written discovery requests. On May 12, 2016, Defendants filed a joint memorandum in opposition to Plaintiffs’ motion for step-one notice.

22. On May 20, 2016 the Parties expressed a mutual desire to explore early settlement of this matter. In order to facilitate the settlement discussions, the Parties agreed to toll the statute of limitations for all potential opt ins from May 20, 2016 through the duration of the requested stay. On May 25, 2016, Plaintiffs filed their reply in support of their motion for step-one notice.

23. On June 1, 2016, the Parties filed a joint motion to stay proceedings for thirty (30) days including but not limited to a ruling on Plaintiffs' Motion for Step One Notice, to allow the Parties to engage in settlement discussions. On June 3, 2016, the Court granted the Parties' joint motion to stay proceedings for thirty (30) days from the date of its order.

24. On various dates throughout June 2016, the Parties participated in settlement discussions. On or about June 7, 2016, Defendants produced time and payroll records for all servers and bartenders who were employed by Defendants in Illinois and Missouri during the class period. Plaintiffs' counsel used this data to calculate the amount of minimum wages allegedly owed to Plaintiffs and all Class Members and Opt-In Plaintiffs. On or about June 28, 2016, the Parties agreed on a resolution of the class and collective action claims raised in the Complaint as well as class and collective action claims under the Missouri Minimum Wage Law to be alleged in a First Amended Complaint.

25. On July 6, 2016, the Parties filed a notice of settlement. On July 7, 2016, the Court referred this case to Magistrate Judge Stephen C. Williams. At a telephonic status conference before this Court on Friday, July 8, 2016, Plaintiffs moved for leave to file their First Amended Complaint adding claims under the Missouri Minimum Wage Law. Defendants moved for an order foregoing the need for Defendants to file an Answer to the First Amended Complaint. The Court granted both motions.

26. Based on my extensive experience litigating wage and hour class and collective action lawsuits, like this one, I believe the settlement reached in this case is fair and provides substantial compensation to Plaintiffs, Class Members, and Opt-in Plaintiffs without the attendant risks and delay of continued litigation. Assuming that the Settlement Class spent 35%

of their total time in non-tipped occupation while being paid the sub-minimum tip credit wage, the Settlement provides for 42.77% forfeiture of the tip credit wage. Or stated another way, the Settlement provides for a 42.77% of the maximum wage loss suffered by Class Members.

27. I declare under penalty of perjury, under 28 U.S.C. § 1746, that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Dated: August 19, 2016

A handwritten signature in black ink, appearing to read "Doug Werman", with a large loop at the end of the last name.

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DOUGLAS M. WERMAN

# **EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
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**Plaintiffs,**

**V.**

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RESTAURANT HOLDINGS, INC. and AMC  
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## Defendants.

**Case No. 15-cv-1384-SCW**

**Magistrate Judge Stephen C. Williams**

## **SETTLEMENT AGREEMENT FOR CLASS AND COLLECTIVE ACTION CLAIMS**

This Settlement Agreement for Class and Collective Action Claims (“Settlement Agreement” or “Settlement”) is made by Derissa Davis and Jennifer Johnson (“Plaintiffs” or “Class Representatives”), on behalf of themselves, individually and on behalf of the class and collective action members they seek to represent under Rule 23 of the Federal Rules of Civil Procedure (“Class Members,” as defined below) and Section 16(b) of the Fair Labor Standards Act (“Opt-In Plaintiffs”), and Defendants A Sure Wing, LLC (“A Sure Wing”), Diversified Restaurant Holdings, Inc. (“Diversified”), and AMC Wings, Inc. (“AMC”) (collectively, “Defendants”) (Plaintiffs, Class Members, Opt-In Plaintiffs, and Defendants are collectively referred to as the “Parties”), in the above-captioned action (“Action”).

## I. PROCEDURAL HISTORY

On December 18, 2015, Plaintiffs filed this Action in the United States District Court for the Southern District of Illinois, on behalf of themselves and others similarly situated, alleging that Defendants violated the Fair Labor Standards Act, 29 U.S.C. 201, *et. seq.*, (“FLSA”) and the Illinois Minimum Wage Law 820 ILCS 105/1, *et seq.*, (“IMWL”) by failing to pay their servers

and bartenders in accordance with the tip-credit provisions of those laws. More specifically, Plaintiffs alleged that Defendants violated the tip-credit provisions of the FLSA and IMWL by requiring servers and bartenders to perform improper types, and excessive amounts, of non-tipped work. As a result, Plaintiffs alleged that Defendants forfeited their right to take some or all of the tip credit against the minimum wages of their servers and bartenders.

Plaintiffs also alleged in the Complaint that in or about June 2015, Defendants Diversified and AMC acquired substantially all of the assets of Defendant A Sure Wing. Plaintiffs further alleged that at the time of the acquisition, Defendants Diversified and AMC had notice of the claims brought by Plaintiffs in this lawsuit because they were defending against identical claims at the time in lawsuits<sup>1</sup> prosecuted by Plaintiffs' counsel, and Defendants Diversified and AMC learned through their pre-acquisition due diligence about how Defendant A Sure Wing required servers and bartenders to perform non-tipped work for tip credit rates of pay.

Defendants filed their Answers to the Complaint on February 22, 2016. Defendants admitted that they paid Plaintiffs tip-credit wages under the FLSA and IMWL, but denied violating those laws. Defendants Diversified and AMC further denied that, at the time of the acquisition, they had notices of the claims brought by Plaintiffs in this lawsuit.

On April 6, 2016, Plaintiffs served their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1). On April 11, 2016, Plaintiffs filed a motion for step-one notice of Plaintiffs' FLSA claims. On April 14, 2016, Plaintiffs served written discovery requests on the

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<sup>1</sup> These lawsuits were *Wolverton v. Diversified Restaurant Holdings, Inc.*, Case No. 2:14-cv-11333 (E.D. Mich.) (Complaint Filed March 31, 2014) and *Murphy v. Diversified Restaurant Holdings, Inc.*, Case No. 14-cv-3653 (N.D. Ill.) (Complaint Filed May 19, 2014). The Court in *Murphy* approved a settlement of the *Murphy* and *Wolverton* actions on October 1, 2015. ECF No. 124.

Defendants. On April 15, 2016, Defendants served their initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1) and written discovery requests. On May 12, 2016, Defendants filed a joint memorandum in opposition to Plaintiffs' motion for step-one notice.

On May 20, 2016 the Parties expressed a mutual desire to explore early settlement of this matter. In order to facilitate the settlement discussions, the Parties agreed to toll the statute of limitations for all potential opt ins from May 20, 2016 through the duration of the requested stay. On May 25, 2016, Plaintiffs filed their reply in support of their motion for step-one notice.

On June 1, 2016, the Parties filed a joint motion to stay proceedings for thirty (30) days including but not limited to a ruling on Plaintiffs' Motion for Step One Notice, to allow the Parties to engage in settlement discussions. On June 3, 2016, the Court granted the Parties' joint motion to stay proceedings for thirty (30) days from the date of its order.

On various dates throughout June 2016, the Parties participated in settlement discussions. On or about June 7, 2016, Defendants produced time and payroll records for all servers and bartenders who were employed by Defendants in Illinois and Missouri during the class period. Plaintiffs' counsel used this data to calculate the amount of minimum wages allegedly owed to Plaintiffs and all Class Members and Opt-In Plaintiffs. On or about June 28, 2016, the Parties agreed on a resolution of the class and collective action claims raised in the Complaint as well as class and collective action claims under the Missouri Minimum Wage Law to be alleged in a First Amended Complaint.

On July 6, 2016, the Parties filed a notice of settlement. On July 7, 2016, the Court referred this case to Magistrate Judge Stephen C. Williams. At a telephonic status conference before this Court on Friday, July 8, 2016, Plaintiffs moved for leave to file their First Amended Complaint adding claims under the Missouri Minimum Wage Law. Defendants moved for an

order foregoing the need for Defendants to file an Answer to the First Amended Complaint. The Court granted both motions.

## **II. DEFINITION OF “CLASS MEMBERS”**

As part of this settlement, the Parties will ask that the Court certify, for settlement purposes only, a “Settlement Class” under Fed. R. Civ. P 23(b)(3) and under the FLSA, 29 U.S.C. §216(b) composed of the following “Class Members”:

All persons employed by A Sure Wing in Illinois or Missouri who were paid the sub-minimum tip credit rate of pay who were identified by name in the time and payroll data produced by Defendants on June 7, 2016, and only for time periods contained in the data, or from December 18, 2012 to June 29, 2015 for Illinois employees, and from May 20, 2013 to June 29, 2015 for Missouri employees.

Exhibit A to this Settlement Agreement identifies all currently known members of the Settlement Class. To the extent the definition of Class Member and Exhibit A conflict, then Exhibit A shall control to identify all Class Members. Plaintiffs also ask that the Court appoint Douglas M. Werman and Zachary C. Flowerree as Class Counsel and Plaintiffs Derissa Davis and Jennifer Johnson as Class Representatives.

## **III. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims in the Action and maintain that they have complied with all applicable laws at all times. Plaintiffs recognize the expense and length of the proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, the defenses raised by Defendants, and the difficulties and delays inherent in litigation. In addition, this Settlement Agreement will provide a substantial monetary settlement for Class Members without requiring Class Members to submit a claim form. Based on the foregoing, Plaintiffs and Class



Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable settlement, and that it is in the best interests of the Class Members.

#### **IV. DEFENDANTS' REASONS FOR SETTLEMENT**

As noted above, though Defendants deny any liability or wrongdoing of any kind associated with the claims in the Action, they have nonetheless concluded that any further defense of this litigation would be protracted and expensive for all Parties. Unless this Settlement is made, Defendants will need to devote substantial amounts of time, energy and resources to the defense of the claims asserted by Plaintiffs. Defendants also have taken into account the uncertainty and risk of further litigation. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Claims as set forth in the Action.

#### **V. SETTLEMENT TERMS**

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Plaintiffs and Class Representatives, on behalf of the Opt-In Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand, and subject to the approval of the Court, that the Action hereby be compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement and that upon the Final Approval (as defined below), the Action shall be dismissed with prejudice, subject to the recitals set forth hereinabove which, by this reference, become an integral part of this Settlement Agreement and subject to the following terms and conditions:

##### **1. Final Approval Date and Effective Date**

As used in this Settlement, "Final Approval" means the date by which this Settlement is finally approved as provided herein and the Court enters Final Judgment and Order of Dismissal ("Final Judgment" or "Judgment"). The term "Effective Date" means the first date after the

Judgment by the Court finally approving this Settlement Agreement is no longer appealable, or if an appeal has been filed, the date on which the appeal is final. Notwithstanding the foregoing, the Parties agree to waive all rights to appeal on entry of Final Judgment, except that Plaintiffs may appeal an award of Class Counsel's fees and costs, should the sum awarded by the Court fall below that requested. Accordingly, where the Final Judgment entered by the Court grants full relief sought by the Parties, as set forth in the Settlement Agreement and in the absence of any objection, the Effective Date shall be the date of the Final Judgment.

**2. Direct Payment to Class Members**

Plaintiffs, Opt-In Plaintiffs and Class Members shall not be required to submit a claim form to participate in this Settlement. Class Members who do not exclude themselves from the Settlement will receive a check for their ratable share of the "Net Settlement Awards Fund," as defined in Paragraph V.6(a).

**3. Release of Claims**

(a) All Class Members

Following the Court's approval of this Settlement Agreement, Class Members shall release and discharge Defendants and their former and present parents, subsidiaries, and affiliated corporations, and their officers, directors, employees, partners, shareholders, members and agents, and any other successors, assigns, or legal representatives ("Released Parties") from all state and local law claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character and description, arising out of the same facts that form the basis of the claims that were asserted in the Action. Class Members negotiating their Settlement Checks also shall release all such claims arising under the FLSA, 29 U.S.C. §201 *et seq.*

All Settlement Checks shall contain on the back of the check, the following limited

endorsement:

I understand that I have up to [INSERT DATE 120 DAYS FROM MAILING] to sign and cash this Settlement Check. By endorsing and/or redeeming this check, I consent to join the Fair Labor Standards Acts claims in the case entitled Davis, et al. v. A Sure Wing, LLC, et al., No. 15-1384, pending in the United States District Court for the Southern District of Illinois (“Davis action”), and agree to be bound by the Settlement Agreement in that case and I agree to release all federal, state and local law claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character and description, arising out of the same facts that form the basis of the claims that were asserted in the Davis action.

The Order of Final Approval shall state that the effect of this endorsement and/or redeeming of the check by a Class Member is to act as a properly filed Consent to join the Fair Labor Standards Act claims in the Action.

(b) Plaintiffs and Jennifer Taylor and Desiree Gilmore, Only:

In exchange for their substantial Service Awards, following the Court’s approval of this Settlement Agreement, Plaintiffs (“General Releasees”) and Jennifer Taylor and Desiree Gilmore shall release and discharge the Released Parties from:

- (i) all claims raised or which could have been raised in the Action;
- (ii) all claims, actions, causes of action, class allegations, demands, damages, costs, liabilities, debts, obligations, attorneys’ fees, loss of wages and benefits, loss of earning capacity, mental anguish, pain and suffering, or other relief permitted to be recovered or related to, or in any way growing out of General Releasees’ employment with, treatment at, wages from, or separation of employment from Defendants;
- (iii) all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the National Labor Relations Act, as amended, the Equal Pay Act, the Fair Labor Standards Act, as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, as amended, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, as amended, and any other Federal, State, or municipal statute, order, regulation, or ordinance; and

- (iv) all claims arising under common law, including, but not limited to, tort claims or breach of contract claims (express or implied), intentional interference with contract, intentional infliction of emotional distress, negligence, defamation, violation of public policy, wrongful or retaliatory discharge, tortious interference with contract, and promissory estoppel, on account of, or any damages or injury related to or in any way growing out of General Releasees' employment with, treatment at, compensation from, or separation of employment from Defendants.

#### **4. Settlement Fund**

The term "Settlement Fund" shall refer to all funds that will be distributed to the Plaintiffs, Opt-In Plaintiffs, Class Members, Class Counsel, and the Settlement Administrator in accordance with Paragraphs V.6, V.7, V.8, and V.9 below. The Settlement Fund shall not exceed \$600,000.00, which represents (i) payment of minimum wages and damages alleged to be owed to Plaintiffs, Opt-In Plaintiffs, and Class Members, (ii) Plaintiffs' and Opt-In Plaintiffs Service Awards, (iii) Class Counsel's attorneys' fees and costs, and (iv) the third-party Settlement Administrator's fees. The Settlement Fund shall be deposited into an account controlled by the Settlement Administrator at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator (the "Settlement Account"). No other funds shall be added to or comingled with the Settlement Fund. The Parties agree that the Settlement Account is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such.

#### **5. Settlement Administration**

Dahl Administration ("Settlement Administrator") shall administer the settlement of this Action. The costs of settlement administration, estimated to be \$12,901.00, shall be paid out of the Settlement Fund and not by Defendants.

**6. Allocation of Settlement Fund**

The Settlement Fund shall be allocated as follows, subject to Court approval:

(a) The amount available from the Settlement Fund for Plaintiffs', Opt-In Plaintiffs', and Class Members' minimum wages and damages ("Net Settlement Awards Fund") shall be the Settlement Fund minus the amounts paid to: (i) Plaintiffs and Opt-In Plaintiffs who provided declarations in support of Plaintiffs' Step-One Motion, for their Service Awards, (ii) Class Counsel for attorneys' fees and costs, and (iii) the Settlement Administrator for administration of the settlement. The amounts to be deducted from the Settlement Fund, as referenced in the previous sentence, are set forth below in subparagraphs (b) - (g).

(b) Payment of Five-Thousand Dollars (\$5,000.00) to Plaintiff Derissa Davis for her Service Award (as explained in Paragraph V.9(d) below);

(c) Payment of Five-Thousand Dollars (\$5,000.00) to Plaintiff Jennifer Johnson for her Service Award (as explained in Paragraph V.9(d) below);

(d) Payment of Five-Hundred Dollars (\$500.00) to Opt-In-Plaintiff Jennifer Taylor for her Service Award (as explained in Paragraph V.9(d) below);

(e) Payment of Five-Hundred Dollars (\$500.00) to Opt-In-Plaintiff Desiree Gilmore for her Service Award as explained in Paragraph V.9(d) below);

(f) A sum of Two-Hundred Thousand Dollars (\$200,000.00), or no more than one-third of the Settlement Fund and Three-Thousand Dollars (\$3,000.00) in reasonably incurred costs to be paid for Class Counsel's attorneys' fees and litigation costs (as explained in Paragraphs V.8(a) and V.9(a) below);

(g) Estimated payment of \$12,901.00 to the Settlement Administrator, which the Settlement Administrator will withdraw from the Settlement Fund after receiving that money from Defendants, as described in Section V.7 below.

(h) Under no circumstance will Defendants' settlement liability, other than Defendants' share of employer payroll taxes, exceed the Settlement Fund. Defendants will have no responsibilities or liabilities with respect to the administration of the Settlement Account, including any distribution therefrom and the reporting for such distribution.

**7. Timeline of Settlement Events**

The Parties contemplate the following timeline for settlement events listed. The date of Preliminary Approval is the base timeline for all actions.

(a) Within fourteen (14) days of the date of Preliminary Approval, Defendants shall provide the Settlement Administrator the names, addresses, and social security numbers for all Class Members mostly recently known to Defendants and within Defendants' possessions.

(b) The Settlement Administrator will mail a "Class Notice" to Class Members in accordance with Paragraph V.13 of this Settlement Agreement within fourteen (14) days after receipt of the names, addresses and social security numbers for all Class Members.

(c) All objections to the Settlement and requests for exclusion from the Settlement must be postmarked within forty-nine (49) days from the date of the mailing of the Class Notice.

(d) Class Counsel shall file a motion for final approval of this Settlement and petition for attorneys' fees no later than seven (7) days before the Final Approval Hearing or on another date set by the Court.

(e) Defendants shall fund the Settlement Fund as follows: within fourteen (14) days of the Effective Date, Defendants will transfer to the Settlement Administrator the Settlement Fund of Six-Hundred Thousand Dollars (\$600,000.00).

(f) Within fourteen (14) days after receiving the Settlement Fund of Six-Hundred Thousand Dollars (\$600,000.00), the Settlement Administrator will deliver to Class

Counsel: (i) a check issued to Derissa Davis for Plaintiff's Service Award, (ii) a check issued to Jennifer Johnson for Plaintiff's Service Award, (iii) a check issued to Jennifer Taylor for Opt-In Plaintiff's Service Award, (iv) a check issued to Desiree Gilmore for Opt-In Plaintiff's Service Award, and (v) a check issued to Class Counsel for their award of attorneys' fees and costs.

Also, within fourteen (14) days after receiving the Settlement Fund, the Settlement Administrator shall mail all Class Members their settlement checks from the Net Settlement Award Funds.

(g) The deadline for recipients to cash checks will be one hundred and twenty (120) days from the date the checks are issued by the Settlement Administrator.

(h) Any uncashed checks will be retained by A Sure Wing as set forth in Paragraph V.10 of this Settlement Agreement.

**8. Calculation of Settlement Amount and Plan of Allocation for Payment to Class Members**

(a) Plaintiffs', Opt-In Plaintiffs', and Class Members' ratable share of the Net Settlement Awards Fund, estimated to equal \$376,100, has been calculated as follows:

- (i) For all hours that Plaintiffs, Opt-In Plaintiffs, and Class Members worked earning sub-minimum wages as bartenders or servers for Defendants in Illinois between December 19, 2012 and June 29, 2015, Class Counsel multiplied the difference between the applicable minimum wage and the actual tip credit rate paid by the total number of hours worked at the tip credit rate to calculate their owed wages.
- (ii) For all hours that Plaintiffs, Opt-In Plaintiffs, and Class Members worked earning sub-minimum wages as bartenders or servers for Defendants in Missouri between July 8, 2013 and June 29, 2015, Class Counsel multiplied the difference between the applicable minimum wage and the actual tip credit rate paid by the total number of hours worked at the tip credit rate to calculate their owed wages.
- (iii) Plaintiffs', Opt-In Plaintiffs', and Class Members' ratable share of the Net Settlement Fund will be determined by dividing the sum of his or her claimed owed wages by the total of all claimed owed wages of all individuals. Plaintiffs', Opt-In Plaintiffs', and Class Members' Net Settlement Awards will be determined by multiplying the Net Settlement Fund by their respective ratable shares. No Opt-In Plaintiff or Class

Member shall receive a settlement award of less than Twenty-Five Dollars (\$25.00). Plaintiffs', Opt-In Plaintiffs', and Class Members' Estimated Net Settlement Awards are identified in Exhibit A.

(b) As provided in Paragraph V.10, settlement checks that are not cashed within one hundred and twenty (120) days from the date the Settlement Administrator issues checks to Class Members will be retained by A Sure Wing consistent with the terms of this Settlement Agreement.

(c) For income and payroll tax purposes, the Parties agree that fifty percent (50%) of each Net Settlement Award shall be allocated as wages (which shall be subject to required withholdings and deductions and reported as wage income as required by law), and the remaining fifty percent (50%) of each Net Settlement Award, and the Class Representative Service Award, shall be allocated as penalties, liquidated and other non-wage recovery damages (which shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law). The Settlement Administrator shall withhold the employee's share of any applicable payroll taxes from that portion of each Net Settlement Award allocated to wages. The Settlement Administrator shall not withhold any taxes from that portion of each Net Settlement Award allocated to penalties and/or liquidated damages. Defendants shall pay, separate and apart from the Settlement Fund, the employer's share of all applicable state and federal payroll taxes on the checks distributed to Plaintiffs, Opt-In Plaintiffs, and Class Members for the wage payment portion of their Settlement Awards. The Settlement Administrator shall issue to each Class Member who receives and cashes a Settlement Award check a Form W-2, reporting the portion of the Settlement Award allocated to wages, and a Form 1099, reporting the portion of the Settlement Award allocated to penalties and/or liquidated damages. Other than the withholding and reporting requirements herein, Class Members shall be solely responsible for



the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

(d) To the extent permitted by law, in no event shall any Net Settlement Award to a Class Member, or any Service Award to a Class Representative, create any credit or otherwise affect the calculation of or eligibility for any compensation, bonus, deferred compensation or benefit under any compensation, deferred compensation, pension or other benefit plan, nor shall any such Net Settlement Award or Service Award be considered as “compensation” under any pension, retirement, profit sharing, incentive or deferred compensation benefit or plan, nor shall any such payment or award require any contribution under any such plan, or otherwise modify any benefits, contributions or coverage under any other employment compensation or benefit plan or program.

(e) The Settlement Administrator shall determine the employer’s share of payroll employment taxes on Settlement Payments to Plaintiffs, Opt-In Plaintiffs and Class Members, and shall communicate such amount to Defendants within fourteen (14) calendar days of receiving the names, addresses, and social security numbers for all Class Members with a detailed explanation of the calculations. In the event of any dispute as to the calculation of employer’s share of payroll taxes, the Parties and Settlement Administrator shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved, it shall be submitted to the Court for a final determination. Within fourteen (14) calendar days of the date the Settlement Administrator notifies Defendants of the amount of the employer’s share of payroll taxes, notification of such amount, or within fourteen (14) calendar days after any dispute related to the amount is finally resolved, Defendants shall make any additional payment to the Settlement Account for payroll taxes as may be necessary. The Settlement Administrator shall

thereafter remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required under this Section.

(f) In the event that it is subsequently determined by a tax authority that any Plaintiff, Opt-In Plaintiff or Class Member owes any additional taxes with respect to any money distributed under this Settlement Agreement, it is expressly agreed that the determination of any tax liability is between the Named Plaintiff(s), Opt-In Plaintiff(s), and/or Class Member(s) and the tax authorities, and that Defendants will not be responsible for the payment of such taxes, including any interest and penalties. No payments made to Named Plaintiff(s), Opt-In Plaintiff(s), and/or Class Members in this Settlement Agreement will be considered wages for purposes of calculating, or recalculating, benefits provided by Defendants under the terms or conditions of any employee benefit plan.

**9. Fees Award and Class Representatives and Opt-In Plaintiffs Service Award**

(a) Class Counsel shall seek a portion of the Settlement Fund as attorneys' fees and costs. The total fees shall not exceed one-third of the Settlement Fund, or Two Hundred Thousand Dollars (\$200,000.00) and reimbursement of litigation costs shall not exceed Three Thousand Dollars (\$3,000.00). Defendants will agree not to oppose a request by Class Counsel for Court approval of a fees and costs award from the Settlement Fund in these amounts.

(b) The fees and costs award approved by the Court shall be paid by Defendants to Class Counsel from the Settlement Fund as set forth in Paragraphs V.7 and V.8 hereof.

(c) The payment of the fees and costs award to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for

attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of the Plaintiffs, Opt-In Plaintiffs and the Class Members, and shall relieve Defendants, the Released Parties, the Settlement Fund, and Defendants' Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of the Plaintiffs, Opt-In Plaintiffs and the Class Members. In exchange for such payment, Class Counsel will release and forever discharge any attorneys' lien on the Settlement Fund.

(d) Class Counsel may apply for a "Service Award" in the amount of Five Thousand Dollars (\$5,000.00) for Plaintiffs Derissa Davis and Jennifer Johnson, each, to be paid for their time and effort spent conferring with Class Counsel, filing and pursuing the Action, answering (but not serving responses to) Defendants' written discovery, producing documents, providing a written declaration, participating in the efforts to resolve this case, and in recovering wages on behalf of all Class Members. The Service Award shall be paid from the Settlement Fund to Plaintiffs in the form of a check, and no withholdings shall be taken from the Service Award. Defendants agree not to oppose such application, so long as it is consistent with the provisions of this Settlement Agreement.

(e) Class Counsel may apply for a "Service Award" in the amount of Five Hundred Dollars (\$500.00) to Opt-Ins Plaintiff Jennifer Taylor and Desiree Gilmore, each, to be paid for their time and effort spent conferring with Class Counsel, providing written declarations, and in recovering wages on behalf of all Class Members.

#### **10. Uncashed Checks**

Any checks that remain uncashed after the closure of the distribution period described in Paragraph V.18(d) of this Settlement Agreement ("Remainder Amount") shall be retained by A Sure Wing.

**11. Responsibilities of Defendants**

Defendants shall:

- (a) Perform all duties as stated in this Settlement Agreement.
- (b) Provide the Settlement Administrator with each Class Member's Social Security Number mostly recently known to Defendants and within Defendants' possessions, which the Settlement Administrator will use for tax reporting purposes and for locating Class Members' addresses when their settlement notices are returned as undeliverable.
- (c) Refrain from initiating communications with Plaintiffs, Opt-In Plaintiffs and Class Members regarding the Settlement. In the event any Class Member communicates with any Defendant or its managers regarding the Settlement, such Defendant shall make its best effort to direct the individual to contact Class Counsel.
- (d) Pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715, Defendants shall notify the appropriate governmental authorities, including, but not limited to, the attorneys general of the United States, Illinois and Missouri. Defendants also agree to provide documents and information to the appropriate governmental authorities pursuant to Section 1715 ("CAFA Notice"). The Parties agree that CAFA Notice must be provided 90 days prior to the Final Approval Hearing. The Parties agree to modify dates and deadlines in this Agreement so as to insure that CAFA notice is provided within this deadline. Defendants and Class Counsel agree to cooperate in providing information that may be needed from them to effectuate these notices.

**12. Additional Claims**

No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Opt-In Plaintiffs, or Class Counsel based on distributions and payments made in accordance with this Settlement Agreement.

**13. Notice/Approval of Settlement and Settlement Implementation**

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, notifying Class Members, obtaining final Court approval of the Settlement, and processing the settlement payments:

(a) Preliminary Approval Hearing. Plaintiffs shall move for Preliminary Approval of the Settlement (“Preliminary Approval” or “Order”) as soon as practicable. In conjunction with the motion for Preliminary Approval, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement Agreement.

(b) Notice to Class Members. Notice of the Settlement shall be provided to Class Members, and Class Members shall submit any objections to the Settlement, and/or requests for exclusion from the Class, using the following procedures:

- (i) Settlement Administration. The Settlement Administrator shall administer the Settlement on the timetable stated in Paragraph V.7 of this Settlement Agreement and for such other tasks as the Parties mutually agree or the Court orders to be performed in the administration of the Settlement.
- (ii) Summary Notice to Class Members. On the timetable specified in Paragraph V.7 of this Settlement Agreement, the Settlement Administrator shall send a copy of the Summary Notice, attached hereto as Exhibit B, to Class Members via First Class regular U.S. mail. The Summary Notice will be mailed using the mailing address information provided by Defendants. The Settlement Administrator shall promptly conduct a second mailing for any Class Member whose Summary Notice is returned as undeliverable within thirty-five (35) days of the date of the initial mailing, provided that a forwarding address is provided by the U.S. Postal Service or is otherwise located by the Settlement Administrator through an Accurant search. If, after this second mailing, the Summary Notice is again returned as undelivered, or if no other forwarding address is available, the notice mailing process shall end for that Class Member.
- (iii) Complete Notice. The Summary Notice will explain that Class Members may obtain additional information about the Settlement from Class

Counsel. If such an inquiry is made, Class Counsel may mail this Agreement to each Class Member who requests additional information about the Settlement.

- (iv) Update of Contact Information. Class Counsel will operate a telephone line that allows Class Members to update their contact information with a live person. Class Members will be asked to provide the last four digits of the Social Security Number or tax identification number and last known address, they used while working for Defendants to confirm their identity when updating their address by telephone.

**14. Procedure for Objecting to or Requesting Exclusion from Class Action Settlement**

(a) Procedure for Objecting. The Summary Notice shall provide that Class Members who wish to object to the Settlement must mail a written statement objecting to the Settlement to the Clerk of the Court and Class Counsel. Such written statement must be postmarked no later than forty-nine (49) days after the date the Notice is first mailed (the “Objection/Exclusion Deadline Date”). No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member’s intention to appear at the Final Approval Hearing (if such Class Member does intend to appear either personally or through counsel), and/or copies of any written objections or briefs, shall have been mailed to the Clerk of the Court and Class Counsel on or before the Objection/Exclusion Deadline Date. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection to the Settlement has been timely submitted. No later than ten (10) days after the Objection/Exclusion Deadline Date, Class Counsel shall furnish to Defendants’ Counsel copies of objections received from Class Members. Class Members who fail to submit timely written objections in the manner specified above shall

be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

(b) Procedure for Requesting Exclusion (“Opt Outs”). The Summary Notice shall provide that Class Members who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class on or before the Objection/Exclusion Deadline Date. Such written request for exclusion must contain the name, address and the last four digits of the Social Security number or tax identification number the Class Member used when working for Defendants, and must be returned by mail to Class Counsel on or before the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who excludes himself or herself from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. No later than ten (10) days after the Objection/Exclusion Deadline Date, Class Counsel shall furnish to Defendants’ Counsel a complete list of all Class Members who have timely requested exclusion from the Class.

**15. No Solicitation of Settlement Objections or Exclusions**

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall either Party or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or requests for exclusion from the Class, or appeal from the Court’s Final Judgment.

**16. Procedure for FLSA Opt-Ins**

Pursuant to the FLSA, each Class Member who cashes a Settlement Check thereby gives his/her consent in writing to become a party plaintiff in the FLSA collective action claims asserted in the Complaint and First Amended Complaint, in accordance with 29 U.S.C. § 216(b).

The Summary Notice shall provide that Class Members who endorse any Settlement Check thereby consent in writing to become a party plaintiff in this action pursuant to 29 U.S.C. § 216(b). After the 120 day period for Class Members to cash checks (see Section 8, above) has expired, the Parties shall file with the Court either the names of all persons who have cashed a Settlement Check and/or copies of the endorsed Settlement Checks which shall operate as such Class Members' consent to become a party to the FLSA claims asserted in the Complaint and First Amended Complaint. The Parties agree that the procedures set forth in this paragraph shall constitute compliance with the requirements under 29 U.S.C. § 216(b) that persons opting in to an FLSA collective action consent in writing and that such consent be filed with the Court.

**17. Final Settlement Approval Hearing and Entry of Final Judgment**

Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement Agreement along with the amount payable for (i) an award for attorneys' fees and costs and (ii) Plaintiffs' and Opt-In Plaintiffs Taylor and Gilmore's Service Award. Upon final approval of the Settlement Agreement by the Court at or after the Final Approval Hearing, the Parties shall present a Final Judgment and Order of Dismissal ("Final Judgment") to the Court for its approval. The Final Judgment Order the Parties present to the Court shall provide that the matter is dismissed without prejudice. It shall further provide that if no motion is filed on or before **[date 60 days after entry of the dismissal without prejudice]**, the dismissal without prejudice will convert to a dismissal with prejudice.

**18. Undistributed Settlement Awards**

(a) A Class Member who excludes himself or herself from this Settlement will not receive any payment from the Settlement Fund.



(b) The Settlement Administrator will deliver the settlement checks to Class Members' most recent known address and will forward any returned checks to any address provided by the U.S. Postal Service, an Accurant search, the Class Member, or otherwise identified by Class Counsel.

(c) Class Members will have one hundred and twenty (120) days after the issuance of the checks by the Settlement Administrator to cash their checks. The Settlement Administrator will issue checks which on their face are not valid more than one hundred and twenty (120) days after their date of issuance. If any Class Member's settlement check is not cashed within that 120-day period, the check will be void. In such event, any Class Member whose check was not cashed will be deemed to have waived irrevocably any right or claim to his or her payment from the Settlement Fund, but the Settlement nevertheless will be binding upon the Class Member.

(d) If the Settlement Administrator is unable to deliver a settlement check to a Class Member, or if a check remains uncashed within the one hundred and twenty (120) day period, the amount of such settlement checks will be retained by A Sure Wing.

**19. Defendants' Legal Fees and Settlement Administration Costs**

All of Defendants' own legal fees, costs and expenses incurred in this Action shall be borne by Defendants. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

**20. Nullification of Settlement Agreement**

This Settlement Agreement is contingent upon the final approval and certification by the Court of the Settlement Class for settlement purposes. Defendants do not waive, and instead expressly reserve, all rights and defenses in the Action, including without limitation their right to

challenge the propriety of collective action and/or class certification on any ground and to contest the merits of Plaintiffs' claims as if this Settlement Agreement had not been entered into by the Parties in the event: (i) the Court does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement Agreement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes final as a result of the occurrence of the Final Approval; (iv) the Settlement Administrator fails to perform any action required of it in the Settlement Agreement; or (v) the Settlement Agreement does not become final for any other reason. In such a case, this Settlement Agreement shall be null and void; any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void *ab initio*; the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement; and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. Further, Plaintiffs shall be precluded from attempting to offer as evidence in any subsequent proceedings that the stipulated class for settlement purposes is a basis to support class certification for any purpose. All negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Action will be inadmissible and remain confidential to the fullest extent permitted by law. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the Final Approval, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

Notwithstanding the foregoing, if any order entered in this Lawsuit results in materially modifying, setting aside, or vacating any portion of the Settlement Agreement, with the exception of any modification of the amount of attorneys' fees and costs to be paid to Class

Counsel or the amount of the Service Award to be paid to the Named Plaintiffs, each party adversely impacted by the order or failure shall have the absolute right, at its sole discretion, to treat such order or failure as an event permanently preventing Final Approval. To exercise this right, the party must inform the other party, in writing, of the exercise of this right, within fourteen (14) days of receiving notice of any order modifying, setting aside, or vacating any portion of this Settlement Agreement. Before either party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that party must meet and confer in good faith with the other party to determine if an agreement can be reached modifying this Settlement Agreement to the mutual satisfaction of the Parties.

**21. Certification of Distribution of Settlement Checks**

No later than fourteen (14) calendar days after the Settlement Administrator delivers the settlement checks to Class Members, Class Counsel shall forward to Defendants' Counsel a spreadsheet ("Class Counsel Report") containing the following information:

(1) the name and last-known address of each Class Member and Opt-In Plaintiff, except any Opt-Out Class Members; (2) for each Class Member and Opt-In Plaintiff, the gross Net Settlement Award, before deduction of the employee's share of taxes and withholding; (3) and the name and last-known address of each Class Member who submitted a valid Request for Exclusion.

The Settlement Administrator shall provide Class Counsel with an accounting of the proceeds disbursed and its withholding of every employees' share of any applicable payroll taxes from that portion of each Net Settlement Award allocated to wages, upon request by Class Counsel.

**22. No Effect on Employee Benefits**

The Settlement payments paid to Plaintiffs, Opt-In Plaintiffs and Class Members shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, 401(k) plans, retirement plans, etc.) of Plaintiffs, Opt-In Plaintiffs and Class Members. The Parties agree that any Settlement payments paid to Plaintiffs, Opt-In Plaintiffs and Class Members under the terms of this Settlement Agreement do not represent any modification of their previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Settlement payments paid to former employees hereunder shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

**23. Exhibits and Headings**

The terms of this Settlement Agreement include the terms set forth in the attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

**24. Amendment or Modification**

This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest and approved by the Court.

**25. Entire Agreement**

This Settlement Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been

made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

**26. Authorization to Enter Into Settlement Agreement**

Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

**27. Binding on Successors and Assigns**

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

**28. Illinois Law Governs**

All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.

**29. Counterparts**

This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

**30. This Settlement is Fair, Adequate and Reasonable**

The Parties warrant and represent that they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they

believe this Settlement Agreement represents a fair, adequate and reasonable settlement of this Action and that they have arrived at this Settlement Agreement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations.

**31. Jurisdiction of the Court**

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

**32. Cooperation and Drafting**

Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

**33. Invalidity of Any Provision**

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

**34. Circular 230 Disclaimer**

Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230

(31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

DATED: \_\_\_\_\_, 2016. WERMAN SALAS P.C.

By: \_\_\_\_\_  
DOUGLAS M. WERMAN  
One of the Attorneys for Plaintiffs and the Class Members

DATED: \_\_\_\_\_, 2016. MORGAN, LEWIS & BOCKIUS LLP

By: \_\_\_\_\_  
SARI ALAMUDDIN  
One of the Attorneys for Diversified Restaurant Holdings,  
Inc. and AMC Wings, Inc.

DATED: \_\_\_\_\_, 2016. BLITZ, BARDGETT & DEUTSCH, L.C.

By: \_\_\_\_\_  
CHRISTOPHER O. BAUMAN  
One of the Attorneys for A Sure Wing, LLC



# **EXHIBIT A**

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1	A Rockamann, Courtney	\$ 177.20
2	Aasted, Mary	\$ 25.00
3	Abdulhadi, Immad	\$ 382.26
4	Acon, Lindsay	\$ 168.47
5	Adams, Tosha	\$ 65.98
6	Adhami, Jasmine	\$ 128.96
7	Adkison, Dorothy	\$ 96.14
8	Agarwal, Pranay	\$ 51.53
9	Agers, Hayley	\$ 72.86
10	Aguilar, Cindy	\$ 1,025.82
11	Aholt, Erin	\$ 732.12
12	Ahrens, Rebecca	\$ 96.47
13	Aiello, Regan	\$ 25.00
14	Akers, Cassandra	\$ 959.65
15	Akers, Sam	\$ 360.26
16	Akins, Victoria	\$ 25.00
17	Alakai, Alexandria	\$ 53.64
18	Alayon, Laura	\$ 62.52
19	Albin, Kiersten	\$ 50.09
20	Albright, Diamond	\$ 25.00
21	Albright, Kylynn	\$ 25.00
22	Alexander, Kim	\$ 95.64
23	Algieri, Alexandria	\$ 28.28
24	Alkerton-Tomka, Taylor	\$ 63.60
25	Allen, Amber	\$ 39.43
26	Allen, Anthony	\$ 701.93
27	Allen, Dianna	\$ 169.62
28	Allen, Elizabeth	\$ 73.28
29	Allen, Haley	\$ 25.00
30	Allen, Rachel	\$ 47.51
31	Allen, Theresa	\$ 25.00
32	Allinger, Katherine	\$ 179.17
33	Allinger, Katie	\$ 141.99
34	Allred, Brianna	\$ 136.06
35	Anderson, Lauren	\$ 44.31
36	Angeli, Taylor	\$ 561.37
37	Appel, Ariel	\$ 144.59
38	Appelbaum, Allison	\$ 157.95
39	Appling, Kelly	\$ 25.00
40	Archie, LaTasha	\$ 150.28
41	Arends, Mackenna	\$ 185.63
42	Arger, Annelise	\$ 61.19
43	Ashcraft, Chelsea	\$ 181.86
44	Atkins, Catherine	\$ 343.96
45	Atnip, Jennifer	\$ 83.74
46	Auble, John	\$ 92.44
47	Augustine, Jessica	\$ 193.89
48	Austin, Kaitlyn	\$ 73.21
49	Austin, Samantha	\$ 77.80
50	Avery, Rebecca	\$ 39.57

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
51	Baban, Sara	\$ 143.26
52	Baeza, Jonathan	\$ 130.40
53	Bahr, Christina	\$ 25.00
54	Bailey, Alexis	\$ 25.00
55	Bailey, Lindsey	\$ 139.42
56	Bailey, Megan	\$ 25.00
57	Baines, Alysia	\$ 406.48
58	Baker, Jenna	\$ 25.00
59	Baker, Michelle	\$ 25.00
60	Baker, Quentin	\$ 113.29
61	Baker, Sarah	\$ 25.00
62	Ball, Stephani	\$ 59.29
63	Banaszak, Tasha	\$ 1,208.80
64	Banderman, Leann	\$ 63.40
65	Bandowski, Hannah	\$ 28.25
66	Baning, Carly	\$ 25.00
67	Banks, Brooke	\$ 39.13
68	Banks, Carolyn	\$ 488.42
69	Banning, Carly	\$ 64.42
70	Barbier, Nick	\$ 25.00
71	Bardell, Jeylon	\$ 142.81
72	Barger, Corey	\$ 218.39
73	Barnes, Deandre	\$ 311.28
74	Barnhart, Lindsey	\$ 250.82
75	Barr, Kimmy	\$ 76.94
76	Barr, Savanna	\$ 329.59
77	Barra, Tessa	\$ 25.00
78	Bartlett, Lauren	\$ 188.01
79	Bartlett, Mary	\$ 662.28
80	Basham, Rachael	\$ 230.63
81	Basler, Josh	\$ 25.00
82	Bass, Casey	\$ 264.98
83	Bastunas, Lauren	\$ 34.48
84	Baumann, Bret	\$ 89.20
85	Baumgart, Amber	\$ 174.20
86	Bax, Erica	\$ 44.41
87	Bazzell, Alex	\$ 772.23
88	Beal, Ladavia	\$ 26.15
89	Bearden, Tim	\$ 546.39
90	Beasley, Lindsey	\$ 148.98
91	Beck, Albert	\$ 44.12
92	Beck, Alexa	\$ 413.41
93	Beck, Sabrina	\$ 537.64
94	Beckett, Jennifer	\$ 45.30
95	Beckley, Diana	\$ 99.80
96	Beckmann, Alex	\$ 747.05
97	Bedwell, Kelsi	\$ 105.62
98	Begis, Alexia	\$ 126.07
99	Begnel, Lauren	\$ 382.66
100	Behnen, Jessica	\$ 235.93

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
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	<b>Employee</b>	<b>Settlement Award</b>
101	Beiser, Megan	\$ 64.85
102	Beisner, Ashley	\$ 92.12
103	Bell, Tatyana	\$ 571.73
104	Bellah, Ashley	\$ 458.63
105	Belyew, Jesse	\$ 303.95
106	Bena, Jordan	\$ 83.65
107	Bender, Tracie	\$ 25.00
108	Bennett, Cassidy	\$ 25.00
109	Bennett, Jacylyn	\$ 613.20
110	Bennett, Jennifer	\$ 25.00
111	Benoist, Claire	\$ 63.49
112	Benton, Tamarage	\$ 513.14
113	Benton, Tammy	\$ 25.00
114	Benz, Sarah	\$ 972.61
115	Bergh, Gianna	\$ 85.02
116	Bergman, Andi	\$ 80.73
117	Bergman, Sabrina	\$ 27.40
118	Bergsieker, Audrey	\$ 47.30
119	Berry, Diana	\$ 25.00
120	Berry, Jessica	\$ 26.37
121	Bertelli, Brandi	\$ 61.50
122	Bertke, Jennifer	\$ 25.00
123	Bess, Victoria	\$ 131.26
124	Beste, Aubrey	\$ 131.28
125	Betz, Michelle	\$ 329.54
126	Bidzinski, Alicia	\$ 80.70
127	Biernacki, Betty	\$ 59.79
128	Biggs, David	\$ 502.50
129	Binbeutel, Mary	\$ 25.00
130	Binns, Kayla	\$ 72.68
131	Bird, Kylie	\$ 203.32
132	Birdsong, Daniel	\$ 63.78
133	Birdsong, Lisa	\$ 240.67
134	Bishop, Josh	\$ 167.60
135	Blackburn, Haley	\$ 46.35
136	Blair, Joanna	\$ 512.76
137	Blakenship, Jesse	\$ 292.20
138	Blankenship, Jessica	\$ 25.00
139	Blecha, Justin	\$ 302.86
140	Bledsoe, Rebecca	\$ 325.48
141	Blentlinger, Tyleen	\$ 374.25
142	Bleyer, Mady	\$ 56.48
143	Boaz, Jenna	\$ 101.41
144	Boeckman, Chad	\$ 101.75
145	Boehlein, Jessica	\$ 32.60
146	Boehringer, Michelle	\$ 106.87
147	Boeker, Justin	\$ 25.00
148	Bogges, Janae	\$ 109.05
149	Bollig, Brittany	\$ 25.00
150	Bone, Kelsey	\$ 81.61

**Davis v. A Sure Wing LLC**  
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	<b>Employee</b>	<b>Settlement Award</b>
151	Boni, Christy	\$ 25.00
152	Bono, Alyse	\$ 329.48
153	Bonty, Jessica	\$ 98.94
154	booker, jazzeeka	\$ 25.00
155	Borchardt, Tony	\$ 346.24
156	Bordas, Samantha	\$ 25.00
157	Borland, Kassidey	\$ 460.77
158	Boschert, Carolyn	\$ 80.05
159	Boschert, Rosemary	\$ 364.28
160	Boswell, Amanda	\$ 876.59
161	Boswell, Ambrose	\$ 59.24
162	Bott, Janeessa	\$ 36.06
163	Boucher, Maddie	\$ 103.46
164	Boughman, Sarah	\$ 117.02
165	Bouren, Amber	\$ 96.63
166	Bowe, Christina	\$ 190.46
167	Boyd, Daja	\$ 332.56
168	Boyd, Deshannon	\$ 87.70
169	Boyd, Lalonnie	\$ 25.00
170	Boyd, Porsche'	\$ 110.69
171	Boyer, Cortney	\$ 271.59
172	Boyer, Paige	\$ 25.00
173	Boyher, Katelyn	\$ 58.74
174	Boyles, Makala	\$ 83.60
175	Bozik, Gabrielle	\$ 166.23
176	Bracey, David	\$ 197.76
177	Bracken, Makayla	\$ 67.85
178	Brady, Conner	\$ 84.60
179	Brake, Aubrey	\$ 25.00
180	Branch, Kaylee	\$ 361.54
181	Brandy, Destiny	\$ 84.54
182	Brantley, Samantha	\$ 216.00
183	Breeding, Cheyenne	\$ 167.33
184	Brell, Bryan	\$ 51.77
185	Brennan, Karli	\$ 174.57
186	Brennan, Sean	\$ 25.00
187	Brennan, Stacey	\$ 87.45
188	Brickey, Emily	\$ 25.00
189	Brightman, Blake	\$ 34.85
190	Brightwell, Haley	\$ 42.89
191	Brignole, Anthony	\$ 269.66
192	Briley, Justin	\$ 25.00
193	Brindell, Kathleen	\$ 25.00
194	Brinker, April	\$ 28.02
195	Brinkley, Alexis	\$ 86.66
196	Brinkley, Brianna	\$ 31.90
197	Britcher, Kayla	\$ 45.41
198	Broadaway, Amrah	\$ 63.06
199	Brooks, Alex	\$ 25.00
200	Brooks, Kayla	\$ 116.37

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	<b>Employee</b>	<b>Settlement Award</b>
201	Brooks, Tyran	\$ 333.96
202	Brophy, Kimberly	\$ 737.37
203	Brown, Allie	\$ 983.28
204	Brown, Brenda	\$ 791.92
205	Brown, Danielle	\$ 25.00
206	Brown, Evyn	\$ 152.26
207	Brown, Gabrielle	\$ 85.07
208	Brown, Haley	\$ 228.36
209	Brown, Keith	\$ 247.06
210	Brown, Lydia	\$ 356.82
211	Brown, Miriah	\$ 253.48
212	Brown, Stephanie	\$ 528.99
213	Brown, Tarrion	\$ 25.00
214	Broyles, Kaitlyn	\$ 25.00
215	Bruch, Kayla	\$ 531.68
216	Bruening, Ethan	\$ 52.85
217	Buchanan, Bristol	\$ 25.00
218	Buck, Ashley	\$ 154.31
219	Buckley, Kassie	\$ 432.75
220	Buetikofer, Alexandria	\$ 691.07
221	Buncher, Sarah	\$ 25.00
222	Bunevac, Erica	\$ 471.93
223	Buol, Blake	\$ 43.62
224	Burch, Michael	\$ 879.29
225	Burch, Taylor	\$ 101.77
226	Burdell, Brad	\$ 800.28
227	Burdick, Amanda	\$ 250.17
228	Burhite, Jewel	\$ 524.73
229	Burns, Kelly	\$ 791.42
230	Burris, Heather	\$ 99.23
231	Burris, Rebecca	\$ 45.09
232	Burrow, Brandon	\$ 97.73
233	Burton-Henderso, Victoria	\$ 43.91
234	Buselaki, Breanna	\$ 232.36
235	butler, ethan	\$ 25.00
236	Butler, Loryn	\$ 577.35
237	Butters, Breana	\$ 155.42
238	Buttice, Heather	\$ 418.01
239	Buttice, Megan	\$ 204.31
240	Butts, Paula	\$ 272.12
241	Butz, Sarah	\$ 99.98
242	Byers, Whitney	\$ 390.69
243	Byington, Tara	\$ 243.57
244	Caito, Janice	\$ 25.00
245	Callahan, Victoria	\$ 75.87
246	Calloway, Ashleigh	\$ 25.00
247	Camack, Jocelyn	\$ 79.48
248	Cambria, Robert	\$ 25.00
249	Camenzind, Brooke	\$ 79.87
250	Campbell, Jessica	\$ 144.11

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	<b>Employee</b>	<b>Settlement Award</b>
251	Canada, Rachel	\$ 59.69
252	Cannon, Jennifer	\$ 455.40
253	Cantu, Yulianna	\$ 164.35
254	Capriglione, Ellen	\$ 251.65
255	Caras, Esther	\$ 32.77
256	Carico, Kayla	\$ 367.08
257	Carlisle, Heather	\$ 46.28
258	Carmichael, Michelle	\$ 376.22
259	Carmody, Nyssa	\$ 27.75
260	Carns, Ashton	\$ 231.75
261	Carpenter, Stephanie	\$ 565.31
262	Carraway, Brittany	\$ 288.33
263	Carrell, Erin	\$ 63.73
264	Carrell, Stephanie	\$ 81.91
265	Carrol, Shelby	\$ 299.01
266	Carroll, Paige	\$ 205.93
267	Carroll, Shaylee	\$ 51.93
268	Carter, Caitlin	\$ 76.47
269	Carter, Emma	\$ 86.86
270	Carter, Grace	\$ 93.97
271	Casey, Kelly	\$ 99.08
272	Castello, Shelby	\$ 25.00
273	Castic, Alexia	\$ 435.02
274	Castillo, Dustin	\$ 215.60
275	Castro, Natalia	\$ 190.45
276	Causey, Jessica	\$ 25.00
277	Cayce, Phylicia	\$ 25.00
278	Cayson, Miranda	\$ 28.18
279	Cea, Christian	\$ 25.00
280	Cepnio, Tracy	\$ 129.39
281	Champion, Jessica	\$ 40.82
282	Chapin, Katrina	\$ 61.08
283	Chapman, Ashley	\$ 114.33
284	Chapman, Melissa	\$ 68.90
285	Charbonneau, Aime	\$ 25.00
286	Charlton, Tanya	\$ 361.23
287	Cherry, Candice	\$ 36.52
288	Chiarelli, Ryan	\$ 64.46
289	Chica, Mayra	\$ 92.71
290	Chilton, Brooke	\$ 522.40
291	Chiodini, Emily	\$ 185.31
292	Chouris, Andrea	\$ 25.00
293	Christianson, Kira	\$ 28.42
294	Christopher, Paul	\$ 130.68
295	Christopher, Stephanie	\$ 144.92
296	Ciskowski, Brigit M	\$ 124.48
297	Clark, Amanda	\$ 251.82
298	Clark, Ashley	\$ 307.50
299	Clark, Bailey	\$ 25.00
300	clark, debra	\$ 25.00

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	<b>Employee</b>	<b>Settlement Award</b>
301	Clark, Jamie	\$ 25.00
302	Clark, Kerri	\$ 42.73
303	Clark, Michelle	\$ 82.46
304	Clark, Shelby	\$ 196.28
305	Clark, Tiffany	\$ 402.67
306	Clark, Whitney	\$ 211.18
307	Clarkson, Jennifer	\$ 59.65
308	Clemens, Carly	\$ 565.70
309	Click, Courtney	\$ 95.57
310	Cline, kelsea	\$ 40.12
311	Clinton, Caryn	\$ 25.00
312	Closson, Ashley	\$ 41.19
313	Clynes, Zac	\$ 61.38
314	Clynes, Zachary	\$ 192.24
315	Coates, Samantha	\$ 39.48
316	Coble, Candace	\$ 539.07
317	Coburn, Katie	\$ 669.18
318	Cochran, Jill	\$ 892.53
319	Cockrum, Cameron	\$ 25.00
320	Coffee, Zach	\$ 47.57
321	Coffman, Jonna	\$ 122.77
322	Cohen, Samantha	\$ 74.70
323	Colagrossi, Chelsea	\$ 41.11
324	Coleman, Jessica	\$ 331.21
325	Coleman, Josephine	\$ 314.82
326	Colf, Charlotte	\$ 361.23
327	Collins, Brooklyn	\$ 31.17
328	Collins, Carissa	\$ 187.41
329	Collins, Holly	\$ 25.00
330	Combs, Jessica A	\$ 113.65
331	Conaway, Brooke	\$ 73.69
332	Connell, Danielle	\$ 25.00
333	Conner, Aaron	\$ 144.59
334	Conner, Michelle	\$ 217.07
335	Conway, Jacob	\$ 360.04
336	Conyer, Alicia	\$ 606.72
337	Coogan, Danielle	\$ 37.17
338	Cook, Joel	\$ 35.38
339	Cook, Krystal	\$ 50.55
340	Coomer, Olivia	\$ 25.00
341	Cooper, Ashley	\$ 107.41
342	Cooper, Kacie	\$ 192.79
343	Cope, Emily	\$ 25.00
344	Cope, Stephanie	\$ 223.29
345	Copeland, Melanie	\$ 292.39
346	Copple, Brittany	\$ 376.33
347	Cordova, Vanessa	\$ 62.24
348	Covault, Amy	\$ 307.39
349	Covert, Miranda	\$ 846.32
350	Cox, Lara	\$ 282.86



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	<b>Employee</b>	<b>Settlement Award</b>
351	Crannick, Ashley	\$ 164.30
352	Crawford, Shannon	\$ 670.34
353	Creach, Stephanie	\$ 25.00
354	Creason, Phillip	\$ 25.00
355	Crenshaw, Chaise	\$ 768.04
356	Cribb, Jessica	\$ 25.00
357	Cronin, Bryan	\$ 730.37
358	Crooks, Kyle	\$ 25.00
359	Crossen, Jessica	\$ 278.70
360	Crouch, Dayna	\$ 99.47
361	Crowell, Megan	\$ 79.14
362	Crowley, Rachel	\$ 40.71
363	Cuevas, Crystal	\$ 25.00
364	Culler, Ashley	\$ 454.86
365	Cunningham, Rebekah	\$ 53.46
366	Cunyngham, Cassidy	\$ 63.89
367	Curameng, Amanda	\$ 260.52
368	Curry, Melissa	\$ 27.06
369	Curtin, Erica	\$ 47.37
370	Czeschin, Erin	\$ 648.75
371	Dailey, Sam	\$ 25.00
372	Dailey, Samantha	\$ 180.29
373	Dallas, Stacie	\$ 56.46
374	Dalton, Catherine	\$ 97.85
375	Damalas, Chelsey	\$ 25.00
376	Dammann, christina	\$ 486.46
377	Dance, Destiny	\$ 25.00
378	Danielewicz, Katilynne	\$ 504.03
379	Daugherty, Allyssa	\$ 92.53
380	Daugherty, Shelby	\$ 239.51
381	Davis, Amanda	\$ 210.99
382	Davis, Brittany	\$ 648.31
383	Davis, Derissa	\$ 71.68
384	Davis, Jade	\$ 154.14
385	Davis, Jillian	\$ 103.50
386	Davis, Lavon	\$ 109.42
387	Davis, Meredith	\$ 667.76
388	Davis, Olivia	\$ 25.00
389	Dawley, Sarah	\$ 451.35
390	Day, Leah	\$ 42.21
391	Day, Mariah	\$ 262.97
392	Dean, Sashya	\$ 172.71
393	Debar, Anthony	\$ 25.00
394	Declue, Jonathan	\$ 25.00
395	Deleon, Brianna	\$ 113.93
396	Dempsey, Kathleen	\$ 591.48
397	Denman, Brittany	\$ 28.46
398	Denney, Sara	\$ 187.23
399	Deremer, Logan	\$ 243.34
400	Derr, Julia	\$ 82.26

**Davis v. A Sure Wing LLC**  
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	<b>Employee</b>	<b>Settlement Award</b>
401	Deshurley, Alexis	\$ 170.55
402	Deutschmann, Cassidy	\$ 52.27
403	Devino, Lindsay	\$ 47.40
404	Deyoe, Jessica	\$ 236.02
405	Dieckmann, Brianna	\$ 159.53
406	Dill, Mackenzie	\$ 25.00
407	Dillon, Hannah	\$ 53.40
408	Dillon, Holly	\$ 170.27
409	Dippel, Michelle	\$ 256.23
410	Dirie, Danielle	\$ 238.51
411	Dittmar, Shelby	\$ 86.07
412	Diveley, Kelsea	\$ 77.83
413	Dodd, Robert	\$ 63.72
414	Dolenz, Amber	\$ 481.64
415	Dolgin, Andrew	\$ 600.15
416	Donovan, Lisa	\$ 106.50
417	Dooley, Deborah	\$ 202.37
418	Dorman, Laysie	\$ 785.64
419	Dornfeld, Candice	\$ 596.04
420	Dotson, Dejanira	\$ 108.65
421	Douglas, Taylor	\$ 25.00
422	Douglass, Kennedy	\$ 34.21
423	Dourlain, Jennifer	\$ 72.45
424	Downey, Rachel	\$ 70.49
425	Downing, Cory	\$ 25.00
426	Downing, Gladys	\$ 159.62
427	Doyle, Kimberly	\$ 609.78
428	Drayton, Taylor	\$ 132.16
429	Drenkhahn, Kynnidi	\$ 810.25
430	Drury, Desiree	\$ 25.00
431	Duggan, Sean	\$ 189.21
432	Dulany, Brooke	\$ 258.46
433	Dumas, Ally	\$ 25.00
434	Dunham, Christine	\$ 241.14
435	Dunham, Kymberly	\$ 78.77
436	Dunn, Jessica	\$ 170.59
437	Dunn, Julia	\$ 899.97
438	Dunn, Kayla	\$ 71.18
439	Dutton, Moriah	\$ 289.19
440	Dvorak, Marissa	\$ 110.35
441	Dyer, George	\$ 65.52
442	Eagle, Liz	\$ 56.78
443	Ear, Budsarin	\$ 25.00
444	Earney, Casi	\$ 25.00
445	Earnhart, John	\$ 1,012.12
446	Eason, Kelly	\$ 504.82
447	Easterlin, Chelsea	\$ 105.41
448	Eaton, Arianna	\$ 282.39
449	Ebenstein, Lauren	\$ 25.00
450	Edmiston, Amanda	\$ 189.02

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	<b>Employee</b>	<b>Settlement Award</b>
451	Edwards, Alexis	\$ 247.01
452	Edwards, Alyson	\$ 25.00
453	Edwards, Jana	\$ 25.00
454	Edwards, Kalah	\$ 83.08
455	Ehrhardt, April	\$ 44.95
456	Eikermann, Kassidy	\$ 297.30
457	Elde, Kira	\$ 25.00
458	Elfrink, Cameron	\$ 523.68
459	Ellis, Autumn	\$ 26.95
460	Ellison, Rebecca	\$ 25.00
461	Engels, Blake	\$ 184.62
462	English, Reanna	\$ 165.72
463	Ermeling, Veronica	\$ 42.81
464	Espinoza, Simon	\$ 25.00
465	Estill, Jessica	\$ 70.69
466	Estrada, Portia	\$ 224.53
467	Eudy, Jasmine	\$ 25.00
468	Evans, Breanna	\$ 25.00
469	Evans, Heather	\$ 254.00
470	Evans, Jennifer	\$ 461.50
471	Evans, Victoria	\$ 407.75
472	Eveland, Lindsey	\$ 75.88
473	Fahrer, Jennifer	\$ 34.15
474	Faingnaert, Amanda	\$ 46.65
475	Fairbanks, Alex	\$ 136.39
476	Fajardo, Celina	\$ 63.04
477	Falaniko, Shanette	\$ 25.00
478	Falcone, Misty	\$ 25.00
479	Fallen, Kayla	\$ 671.06
480	Farhat, Maddison	\$ 87.45
481	Farhoud, Alaa	\$ 68.79
482	Farley, Kelsey	\$ 55.58
483	Farmer, Breonna	\$ 25.00
484	Farrar, Kelly	\$ 32.21
485	Farrell, Kelly	\$ 80.81
486	Farren, Russell	\$ 25.00
487	Farris, Onna	\$ 46.27
488	Favela, Valarie	\$ 284.12
489	Fedderke, Tawny	\$ 509.46
490	Federer, Allison	\$ 163.48
491	Fee, Alexandra	\$ 43.82
492	Feith, Breanna	\$ 291.67
493	Fennewald, Makyla	\$ 25.00
494	Fergus, Rachel	\$ 245.11
495	Ferguson, Elizabeth	\$ 121.20
496	Ferguson, James	\$ 68.96
497	Ferguson, Joshua	\$ 25.00
498	Fernandes, Jodi	\$ 150.91
499	Fernandez, Audree	\$ 42.02
500	Fernandez, Tyler	\$ 180.66

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	<b>Employee</b>	<b>Settlement Award</b>
501	Ferraris, Megan	\$ 415.10
502	Ferrell, Jacquelyn	\$ 187.70
503	Ferrell, Rebecca	\$ 167.98
504	Fetter, Chelsea	\$ 65.13
505	Fick, Benjamin	\$ 52.30
506	Fimbres, Natalia	\$ 81.51
507	Finch, Mason	\$ 621.16
508	Finkeldei, Shelbie	\$ 129.23
509	Finley, Danielle	\$ 25.94
510	Finnerty, Jessica	\$ 299.61
511	Fischer, Amber	\$ 569.01
512	Fischer, Kohri	\$ 154.05
513	Fischer, Lauren	\$ 615.80
514	Fisher, Stevie	\$ 527.63
515	Fiske, Brandon	\$ 49.67
516	Fleming, Grace	\$ 25.00
517	Fletcher, Buddy	\$ 148.24
518	Flores, Chelsi	\$ 25.00
519	Flynn, Taylor	\$ 56.20
520	Fodde, Christa	\$ 123.09
521	Foerster, Katherine	\$ 200.56
522	Fogarty, Kaylee	\$ 25.00
523	Foley, Camille	\$ 587.54
524	Foley, Krystal	\$ 25.00
525	Fontaine, Amanda	\$ 963.48
526	Foor, Stephanie	\$ 25.00
527	Ford, Tiffany	\$ 120.41
528	Forehand, Amy	\$ 25.00
529	Forstrom, Emily	\$ 27.73
530	Foster, Angela	\$ 25.00
531	Fountain, Marlana	\$ 71.48
532	Foutch, Crystal	\$ 25.00
533	Fowler, Melanie	\$ 171.11
534	Fox, Brittany	\$ 32.81
535	Fox, Crystal	\$ 42.92
536	Fraley, Felicia	\$ 110.93
537	Franke, Ciara	\$ 74.92
538	Frazier, Kathleen	\$ 128.84
539	Freeman, Tabitha	\$ 1,180.73
540	Freese, Jenna	\$ 30.92
541	Frei, Shelby	\$ 70.48
542	Freihaut, Jasara	\$ 289.36
543	Fritz, Danielle	\$ 41.82
544	Fritz, Jason	\$ 242.82
545	Fry, Jennifer	\$ 1,202.21
546	Fuchs, Lauren	\$ 66.56
547	Fugiel, Helena	\$ 77.70
548	Gabeljic, Alma	\$ 807.46
549	Gabor, Kelsey	\$ 367.26
550	Gaebe, Alexander	\$ 111.06

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	<b>Employee</b>	<b>Settlement Award</b>
551	Galler, Monica	\$ 25.00
552	Galletti, Julia	\$ 197.78
553	Gallina, Kaitlyn	\$ 25.00
554	Garcia, Alyssa	\$ 160.49
555	Garcia, Anaceli	\$ 27.38
556	Gardner, Caroline	\$ 48.93
557	Garner-Gooch, Megan	\$ 186.37
558	Gavin, Angela	\$ 651.79
559	Gavin, Jaleesa	\$ 1,007.57
560	Gavlick, Erica	\$ 52.18
561	Gaynor, Kayla	\$ 143.97
562	Gebhardt, Megan	\$ 189.07
563	Gebhart, Lacey	\$ 25.00
564	Geromiller, Ciara	\$ 431.93
565	Gettemeier, Ashley	\$ 355.41
566	Ghassemi, Megan	\$ 202.18
567	Gholson, Abbey	\$ 152.37
568	Gibson, Brittney	\$ 521.24
569	Gibson, Heather	\$ 25.00
570	Gibson, Sydney	\$ 461.98
571	Gibson, Taylor	\$ 25.00
572	Gibson, Zachary	\$ 25.00
573	Gilgen, Tiffany	\$ 552.19
574	Gill, Taylor	\$ 45.59
575	Gillardi, Emily	\$ 126.33
576	Gilliam, Courtney	\$ 575.60
577	Gilmore, Desiree	\$ 711.29
578	Gilmore, Emily	\$ 25.00
579	Ginder, Melissa	\$ 214.12
580	Ginocchio, Samantha	\$ 49.34
581	Gipson, Jamie	\$ 57.36
582	Gleason, Claudia	\$ 302.10
583	Gleason, Nathan	\$ 25.00
584	Glenn, Taylor	\$ 33.92
585	Glueck, Taylor	\$ 480.58
586	Gober, Hannah	\$ 54.87
587	Godar, Tyler	\$ 188.70
588	Godier, Leena	\$ 725.18
589	Goewert, Brittany	\$ 25.00
590	Goewert, Kyle	\$ 50.51
591	Goff, Neena	\$ 199.64
592	Gold, Michelle	\$ 49.32
593	Goldsberry, Mariah	\$ 25.00
594	Goodman, Madison	\$ 191.87
595	Goodues, Jamie*	\$ 25.00
596	Gordon, Talyor	\$ 26.05
597	Gorris, Nicole	\$ 29.56
598	Goss, Kendra	\$ 60.40
599	Goss, Paige	\$ 93.25
600	Gossett, Chelsea	\$ 93.32

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	<b>Employee</b>	<b>Settlement Award</b>
601	Gould, Jessica	\$ 32.09
602	Govreau, Kylie	\$ 176.79
603	Gowen, Sadie	\$ 156.59
604	Graham, Brittany	\$ 842.05
605	Graham, Leilani	\$ 427.78
606	Graham, Phylcia	\$ 315.77
607	Grant, Aaliyah	\$ 187.59
608	Gratta, Chelsie	\$ 174.88
609	Gray, Jamie	\$ 310.12
610	Gray, Natalie	\$ 25.00
611	Green, Amber	\$ 223.44
612	Green, Brandy	\$ 25.00
613	Green, Holly	\$ 54.44
614	Green, Sydney	\$ 107.06
615	Greenberg, Jessica	\$ 65.03
616	Greenlee, Sarah	\$ 390.75
617	Greer, Sara	\$ 281.47
618	Gregory, Kristin	\$ 50.51
619	Gresham, Brett	\$ 26.53
620	Grettenberger, Paul	\$ 142.21
621	Grier, Deirdre	\$ 376.82
622	Grier, Desiree	\$ 46.82
623	Griffin, Markay	\$ 89.51
624	Griffin, Samantha	\$ 191.16
625	Griffin, Samm	\$ 25.00
626	Griffith, Jazmin	\$ 25.00
627	Griffith, Leigh	\$ 34.35
628	Grueter, Mary Grace	\$ 179.96
629	Gruettemeyer, Briana	\$ 70.46
630	Gubic, Maja	\$ 229.82
631	Guerra, Jessica	\$ 25.00
632	Guill, Jessica	\$ 25.00
633	Gula, Jamee	\$ 391.83
634	Gunn, Yasmin	\$ 117.16
635	Gustafson, Melissa	\$ 43.44
636	Guthrie, Nick	\$ 138.86
637	Gyger, Shelby	\$ 32.18
638	Haarman, Jordan	\$ 25.00
639	Haas, Grace	\$ 31.47
640	Habedank, Elizabeth	\$ 111.06
641	Hacker, Jennifer	\$ 996.38
642	Hairston, Heather	\$ 495.18
643	Haislip, Shawna	\$ 28.49
644	Hake, Andrew	\$ 25.00
645	Halas, Tyler	\$ 41.44
646	Halde, Kayla	\$ 315.18
647	Hall, Abigail	\$ 160.31
648	Hall, Ashley	\$ 344.82
649	Hall, Bryana	\$ 96.69
650	Hall, Cassie	\$ 719.84

**Davis v. A Sure Wing LLC**  
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	<b>Employee</b>	<b>Settlement Award</b>
651	Haller, Sara	\$ 620.96
652	Ham, Randa	\$ 123.67
653	Haman, Annie	\$ 292.01
654	Hamilton, Alonzo	\$ 270.72
655	Hamlett, Elizabeth	\$ 345.56
656	Hampel, Amanda	\$ 360.23
657	Hampson, Ashley	\$ 112.54
658	Hampton, Jessica	\$ 168.23
659	Hanby, Sarah	\$ 221.60
660	Hance, Nicole	\$ 25.00
661	Hancock, Blake	\$ 27.91
662	Hancock, Brittany	\$ 67.74
663	Handke, Braden	\$ 25.00
664	Hanks, Clare	\$ 85.66
665	Hanson, Rachel	\$ 193.67
666	Hantack, Melissa	\$ 84.96
667	Hanten, Cameron	\$ 207.21
668	Harden, Rachel	\$ 137.33
669	Hardin, Brittany	\$ 45.59
670	Hardwick, Amanda	\$ 67.88
671	Hargraves, Marilyn	\$ 25.00
672	Harmon, Caitlin	\$ 138.53
673	Harms, Sarah	\$ 31.28
674	Harper, Whitney	\$ 25.00
675	Harris, Aliyah	\$ 25.00
676	Harris, Gwendylyn	\$ 516.90
677	Harris, Jacklyn	\$ 109.84
678	Harris, Stephanie	\$ 481.34
679	Harrison, Ariel	\$ 350.75
680	Harrop, Olivia	\$ 96.03
681	Harter, Jackie	\$ 58.88
682	Harter, Jordan	\$ 33.35
683	Hartlieb, Jennifer	\$ 39.61
684	Hartman, Jacob	\$ 713.54
685	Hartman, Rachel	\$ 37.55
686	Hartmann, Rachel	\$ 448.44
687	Haskins, Matt	\$ 31.89
688	Hauhe, Kaelyn	\$ 334.68
689	Hausman, Nicole	\$ 152.87
690	Hausmann, Tina	\$ 116.62
691	Hawkins, Allison	\$ 117.08
692	Hawkins, Laurel	\$ 511.08
693	Hayes, Julie	\$ 64.10
694	Hayes, Stephanie	\$ 443.54
695	Hayes, Taylor	\$ 352.89
696	Hayes, Tiffany	\$ 363.67
697	Haynes, Michelle	\$ 25.00
698	Headrick, Dustin	\$ 32.05
699	Healey, Erin	\$ 41.13
700	Hearty, Alyson	\$ 114.93

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
701	Hearty, Erica	\$ 25.00
702	Heim, Kacy	\$ 65.22
703	Hein, Danielle	\$ 39.33
704	Heinold, Jessica	\$ 743.05
705	Heinzman, Samantha	\$ 25.00
706	Heisner, Lindsay	\$ 220.44
707	Heitert, Samantha	\$ 311.88
708	Heller, Heather	\$ 25.00
709	Hellmann, Nicole	\$ 25.00
710	Helsley, Lauren	\$ 158.67
711	Hemberger, Caitlin	\$ 725.50
712	Hempelmann, Sarah	\$ 214.36
713	Hendrix, Trudy	\$ 25.00
714	Henleben, Claire	\$ 81.57
715	Henley, Angela	\$ 25.00
716	Hennings, Kierra	\$ 28.21
717	Henry, Alyssa	\$ 34.28
718	Henry, Amber	\$ 25.00
719	Henson, Angeline	\$ 248.44
720	Henson, Austin	\$ 25.00
721	Henson, Kyle	\$ 25.00
722	Henson, Whitney	\$ 25.00
723	Hercules, Abbey	\$ 116.93
724	Herlihy, Kalyn	\$ 164.43
725	Hermann, Natalie	\$ 25.00
726	Hernandez, Danielle	\$ 173.06
727	herndon, jamie	\$ 309.09
728	Herndon, Jennifer	\$ 90.86
729	Herndon, Kenlea	\$ 37.94
730	Herrell, Cameron	\$ 150.33
731	Herrman, Dylan	\$ 506.99
732	Herron, Courtney	\$ 313.01
733	Hertel, Carlie	\$ 25.00
734	Herter, Maranda	\$ 427.80
735	Herzig, Rychelle	\$ 25.00
736	Hess, Kimberly	\$ 212.29
737	Hess, Lindsay	\$ 25.00
738	Hewlett, Brandee	\$ 25.00
739	Heyer, Alyssa	\$ 130.84
740	Heyn, Matthew	\$ 25.00
741	Hickey, Kori	\$ 262.56
742	Hickey, Riley	\$ 74.40
743	Hickman, Kari	\$ 152.40
744	Hicks, Rachel	\$ 69.67
745	Hiles, Michael	\$ 57.63
746	Hill, Alexandra	\$ 218.19
747	Hill, Chantel	\$ 107.58
748	Hill, Tiffany	\$ 174.21
749	Hille, Lisa	\$ 165.85
750	Hillis, Alicia	\$ 25.00



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	<b>Employee</b>	<b>Settlement Award</b>
751	Hills, Ryan	\$ 245.06
752	Hillyer, Kathryn	\$ 25.00
753	Hiltl, Alyssa	\$ 25.00
754	Hines, Brittany	\$ 481.48
755	Hinkebein, Emily	\$ 38.53
756	Hinson, Melissa	\$ 798.82
757	Hinton, Eleanor	\$ 30.95
758	Hipes, Rachel	\$ 920.15
759	Hirst, Elisabeth	\$ 98.78
760	Hitt, Rachael	\$ 58.81
761	Hoal, Garryth	\$ 25.00
762	Hocking, Mallory	\$ 230.24
763	Hodge, Lindsay	\$ 690.03
764	Hodge, Stacy	\$ 162.81
765	Hodges, Mariah	\$ 404.86
766	Hoesel, Katie	\$ 25.00
767	Hoester, Alexis	\$ 484.57
768	Hofer, Bennett	\$ 268.67
769	Hoff, Joshua	\$ 72.03
770	Hoffman, Ashley	\$ 42.65
771	Hoffman, Beth	\$ 373.37
772	Hoffman, Keri	\$ 211.51
773	Hoffman, Kiersten	\$ 243.16
774	Hogard, Kaylee	\$ 51.07
775	Hogrebe, Maddie	\$ 25.00
776	Hogrebe, Madison	\$ 110.98
777	Holland, Casey	\$ 131.79
778	Hollar, Holly	\$ 106.31
779	Hollis, Jessica	\$ 243.63
780	Holloman, Rachel	\$ 25.00
781	Holmberg, Kaitlyn	\$ 549.08
782	Holmes, Kathryn	\$ 25.00
783	Holstein, Martha	\$ 195.20
784	Holt, Dacia	\$ 46.90
785	Hook, Joy	\$ 25.20
786	Horn, Bobby	\$ 303.11
787	Hornbeck, Aja	\$ 25.00
788	Horner, Brooke	\$ 237.79
789	Hotze, Tara	\$ 39.68
790	Houck, Katrina	\$ 206.93
791	House, Sarah	\$ 25.00
792	Howard, Chevron	\$ 26.58
793	Howard, Joshua	\$ 72.32
794	Howard, Lindsey	\$ 138.26
795	Howard, Loren	\$ 30.43
796	Hrobowski, Paige	\$ 483.58
797	Hubbard, Samantha	\$ 84.17
798	Huck, Ashley	\$ 334.81
799	Hudgins, Emily	\$ 142.33
800	Huelsebusch, Tara	\$ 25.00

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	<b>Employee</b>	<b>Settlement Award</b>
801	Huffman, Lynn	\$ 765.62
802	Hughes, Jessica	\$ 75.83
803	Hunsel, Katherine	\$ 135.57
804	Hunt, Lauren	\$ 487.77
805	Hunter, Shannon	\$ 79.99
806	Hunze, Jamie	\$ 31.26
807	Hunze, Sarah	\$ 955.38
808	Hurst, David	\$ 47.30
809	Hurt, Amber	\$ 25.00
810	Hurt, Heather	\$ 199.03
811	Husak, Martin	\$ 456.85
812	Hussey, Victoria	\$ 243.07
813	Huston, Jenna	\$ 25.00
814	Hyatt, Patricia	\$ 25.00
815	Hyde, Sarah	\$ 1,056.77
816	Ibarrd, Priscilla	\$ 74.71
817	Idel, Kimberly	\$ 25.00
818	Idziak, Katelyn	\$ 305.97
819	Ikenberry, Loretta	\$ 224.66
820	Inman, Alie	\$ 1,032.37
821	Italiano, Gina	\$ 90.94
822	Jackson, Anna	\$ 781.21
823	Jackson, David	\$ 251.94
824	Jackson, Kaitlyn	\$ 90.13
825	Jackson, Staci	\$ 673.87
826	Jaggie, Joshua	\$ 52.04
827	Jakul, Chloey	\$ 34.01
828	Jamboretz, Mariah	\$ 99.29
829	James, Ashley	\$ 25.00
830	James, Julie	\$ 77.94
831	James, Samantha	\$ 205.30
832	Jasenowski, Danielle	\$ 659.49
833	Jasper, Teri	\$ 26.59
834	Jeffcott, Amanda	\$ 25.00
835	Jefferson, Latonna	\$ 392.75
836	Jeffries, Ashlynn	\$ 77.12
837	Jenkins, Kayla	\$ 370.74
838	Jennings, Ashley	\$ 561.80
839	Jepsen, Amanda	\$ 153.29
840	Jesielowski, Julia	\$ 35.18
841	Jesielowski, Chaz	\$ 25.00
842	Jimenez, Sarah	\$ 38.56
843	Jimerson, Alyssa	\$ 25.00
844	Joerger, Taylor	\$ 138.68
845	Johnson, Alyssa	\$ 74.36
846	Johnson, Brittany	\$ 25.00
847	Johnson, Catherine	\$ 25.00
848	Johnson, Jennifer	\$ 48.41
849	Johnson, Jessica	\$ 120.83
850	Johnson, Jonee	\$ 174.96

**Davis v. A Sure Wing LLC**  
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	<b>Employee</b>	<b>Settlement Award</b>
851	Johnson, Kace	\$ 150.09
852	Johnson, Kassandra	\$ 183.28
853	Johnson, Kelsey	\$ 222.65
854	Johnson, Lauren	\$ 145.69
855	Johnson, Shernota	\$ 30.90
856	Johnston, Kristina	\$ 221.90
857	Jones, Ashley	\$ 61.89
858	Jones, Brittany	\$ 67.72
859	Jones, Collin	\$ 89.96
860	Jones, Danielle	\$ 54.66
861	Jones, Elizabeth	\$ 76.75
862	Jones, Ella	\$ 65.06
863	Jones, Erica	\$ 53.97
864	Jones, Holly	\$ 165.53
865	Jones, Jessica	\$ 25.00
866	Jones, Kaitlyn	\$ 226.83
867	Jones, Sara	\$ 80.66
868	Jones, Sarah	\$ 43.04
869	Jones, Sherrell	\$ 83.36
870	Jones-Hadley, Jaylen	\$ 439.98
871	Jordan, Bambi	\$ 25.00
872	Jordan, Gabbrielle	\$ 281.87
873	Jordan, Kailyn	\$ 25.00
874	Joshghani, Darius	\$ 111.98
875	Journey, Jayson	\$ 25.00
876	Joyce, Ashley	\$ 69.41
877	Julian, Jordan	\$ 63.31
878	Julifs, Heather	\$ 86.93
879	Kadden, Eric	\$ 97.06
880	Kairy, Jessica	\$ 121.23
881	Kam, Danielle	\$ 170.94
882	Kamp, Jessica	\$ 30.36
883	Kanyuck, Alyssa	\$ 417.45
884	Karg, Krista	\$ 350.28
885	Kassebaum, Emily	\$ 28.23
886	Kaste, Jacklyn	\$ 145.56
887	Kats, Kara	\$ 239.15
888	Keebler, Brittany	\$ 96.03
889	Keithly, Brittany	\$ 92.36
890	Keller, Cate	\$ 27.94
891	Keller, Lianna	\$ 25.00
892	Kelley, Amber	\$ 55.63
893	Kelley, Sally Jo	\$ 65.30
894	Kelly, Dalton	\$ 25.00
895	Kelly, Robyn	\$ 25.00
896	Kelsall, Brittany	\$ 571.37
897	Kelsall, Marisa	\$ 210.71
898	Kempen, Emilie	\$ 169.91
899	Kempker, Abigail	\$ 265.76
900	Kenna, Kayla	\$ 90.40

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	<b>Employee</b>	<b>Settlement Award</b>
901	Kennedy, Jordan	\$ 113.24
902	Kennell, Ciara	\$ 354.03
903	Keppel, Allison	\$ 25.00
904	Keppel, Caroline	\$ 489.46
905	Kertz, Brittany	\$ 43.33
906	Kessinger, Emma	\$ 33.82
907	Kessler, Lauren	\$ 90.04
908	Ketcherside, Rachel	\$ 47.73
909	Key, Myria	\$ 82.32
910	Key, Paige	\$ 64.12
911	Keys, Judy	\$ 156.37
912	Kiley, Courtney	\$ 35.27
913	Killian, Colin	\$ 207.72
914	Killian, Maggie	\$ 289.57
915	killian, Margaret	\$ 25.00
916	Killion, Kristina	\$ 1,067.40
917	Killy, Brittany	\$ 28.12
918	Kilper, Angela	\$ 31.82
919	Kilver, Phillip	\$ 333.19
920	Kim, Cory	\$ 36.35
921	Kim, Trisha	\$ 37.40
922	Kincaid, Amanda	\$ 70.10
923	Kinder, Brianna	\$ 406.79
924	Kindrick, Kasey	\$ 25.00
925	King, Cristal	\$ 142.46
926	King, Karen	\$ 130.78
927	King, Laura	\$ 56.06
928	King, Rebecca	\$ 301.34
929	King, Taylor	\$ 263.65
930	Kinney, Melissa	\$ 70.48
931	Kircher, Sara	\$ 247.57
932	Kirk, Aaron	\$ 727.72
933	Kirklin, Jessica	\$ 180.40
934	Kish, Kristina	\$ 459.43
935	Kisly, Christian	\$ 120.85
936	Kistler, Brooke	\$ 41.32
937	Kitchin, Alyssa	\$ 25.00
938	Kitson, Elizabeth	\$ 30.44
939	Kliethermes, Jessie	\$ 196.48
940	Klinger, Madison	\$ 305.54
941	Klos, Richard	\$ 92.33
942	Klump, Amber	\$ 65.26
943	Knese, Madison	\$ 113.99
944	Knipp, Taylor	\$ 155.71
945	Knott, Brittany	\$ 25.00
946	Knox, Ken	\$ 60.49
947	Kobusch, Justice	\$ 276.62
948	Koch, Lexi	\$ 114.19
949	Koesterer, Jacqueline	\$ 213.62
950	Koesterer, Kelsey	\$ 171.93

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	<b>Employee</b>	<b>Settlement Award</b>
951	Koetting, Morgan	\$ 25.00
952	Kohring, Olivia	\$ 51.70
953	Kolano, Tracey	\$ 100.74
954	Kollar, Jessica	\$ 25.07
955	Kolstad, Jenna	\$ 41.76
956	Korbai, Darienne	\$ 252.39
957	Korda, Niki	\$ 201.24
958	Korhammer, Jessica	\$ 189.69
959	Kosbar, Autumn	\$ 25.00
960	Kosuta, Cameron	\$ 141.91
961	Kotraba, Kathryn	\$ 27.55
962	Kozemczak, Joey	\$ 25.00
963	Krachey, Samantha	\$ 71.68
964	Krauter, Katherine	\$ 25.00
965	Kriss, Brandon	\$ 85.13
966	Kristich, Lauren	\$ 468.67
967	Kronert, Benjamin	\$ 425.69
968	Krull, Melanie	\$ 555.89
969	Krump, Audrey	\$ 129.10
970	Kruse, Shari	\$ 188.29
971	Kuehn, Ace	\$ 161.12
972	Kuehn, Adrian	\$ 25.00
973	Kuehnle, Kara	\$ 31.52
974	Kuehnlein, Samantha	\$ 25.00
975	Kulifay, Jennifer	\$ 512.61
976	Kuykendall, Hanna	\$ 98.71
977	La Fata, Lisa	\$ 325.32
978	LaFrambose, Sherrie	\$ 476.16
979	Lacefield, Samantha	\$ 152.34
980	Lachance, Carrie	\$ 747.91
981	Lacy, Alexis	\$ 90.71
982	Lacy, Jermaine	\$ 59.12
983	Lagrand, Sarah	\$ 94.18
984	Lamb, Alyssa	\$ 25.00
985	Lambert, Jamika	\$ 90.52
986	Land, Erin	\$ 118.48
987	Landry, Gabrielle	\$ 25.00
988	Landry, Tricia	\$ 657.90
989	Lane, Brandi	\$ 442.45
990	Lane, Brianna	\$ 68.66
991	Lane, Krista	\$ 165.68
992	Lane, Morgan	\$ 132.10
993	Laney, Chase	\$ 118.74
994	Lang, Mikayla	\$ 94.37
995	Langland, Danielle	\$ 81.66
996	Lansford, Andrea	\$ 87.54
997	Larkin, Stephanie	\$ 469.73
998	Larson, Lauren	\$ 395.31
999	Larue, Megan	\$ 25.00
1000	Lashley, Alexis	\$ 309.60

**Davis v. A Sure Wing LLC**  
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	<b>Employee</b>	<b>Settlement Award</b>
1001	Latarewicz, Keagan	\$ 26.58
1002	Latham, Courtney	\$ 258.84
1003	Latham, Danielle	\$ 138.04
1004	Lathan-Burse, Victoria	\$ 47.10
1005	Latimer, Kathryn	\$ 69.42
1006	Lauenstein, Aaron	\$ 161.88
1007	Lavergne, Jess	\$ 65.18
1008	Lawhorn, Kristin	\$ 91.88
1009	Lawler, Maureen	\$ 55.27
1010	Lawless, Maria	\$ 95.54
1011	Lawrence, Joseph	\$ 67.69
1012	Lawrence, Rebecca	\$ 64.53
1013	Laws, Jeremy	\$ 173.39
1014	Lawson, Danielle	\$ 100.11
1015	Lawson, Donovan	\$ 169.56
1016	Lawson, Nicole	\$ 42.19
1017	Layton, Allyson	\$ 75.36
1018	Learnan, Caitlin	\$ 169.88
1019	Leatherberry, Deanne	\$ 195.64
1020	Leavell, Jia	\$ 357.05
1021	Lee, Julia	\$ 45.08
1022	Lee, Robyn	\$ 216.34
1023	Leeker, Shelby	\$ 183.93
1024	Leenerts, Kate	\$ 168.77
1025	Left Hand, Haleigh	\$ 25.00
1026	Leiberton, Elizabeth	\$ 25.00
1027	Lemke, Wendy	\$ 25.00
1028	Lemp, Samantha	\$ 223.15
1029	Lenox, Elizabeth	\$ 51.02
1030	Levin, Natalya	\$ 271.62
1031	Levinson, Suzanne	\$ 25.00
1032	Lewis, Amanda	\$ 83.44
1033	Lewis, Kayla	\$ 417.80
1034	Lewis, Nicole	\$ 168.59
1035	Lewis, Syndal	\$ 406.92
1036	L'Hommedieu, Mackenzie	\$ 178.46
1037	Lichtenberger, Dana	\$ 183.45
1038	Liesman, Kehri	\$ 83.11
1039	Likes, Rachel	\$ 234.46
1040	Linck, Amy	\$ 264.86
1041	Linck, Elizabeth	\$ 25.00
1042	Lindsey, Katie	\$ 402.02
1043	Lindsley, Marlowe	\$ 194.83
1044	Lingle, Lindsay	\$ 25.00
1045	Linhares, Libby	\$ 25.00
1046	Linkogel, Kristen	\$ 377.44
1047	Little, Megan	\$ 54.35
1048	Little, Victoria	\$ 363.95
1049	Litty, Makayla	\$ 89.58
1050	Liu, Marilyn	\$ 343.85

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	<b>Employee</b>	<b>Settlement Award</b>
1051	Locklear, Jason	\$ 299.58
1052	Lockridge, Cicely	\$ 25.00
1053	Loebel, Alexa	\$ 25.00
1054	Loehrer, Rebecca	\$ 242.87
1055	Loemker, Ann	\$ 83.13
1056	Lofquist, Shienna	\$ 81.69
1057	Logomasini, Sophia	\$ 57.32
1058	Lokshin, Inessa	\$ 75.93
1059	Long, Jacqueline	\$ 25.00
1060	Long, Jaqueline	\$ 25.00
1061	Long, Nathan	\$ 220.85
1062	Looney, Mary Eliza	\$ 44.99
1063	Lopez, Ashley	\$ 37.12
1064	Lopez, Sarah	\$ 424.39
1065	Lorraine, Melissa	\$ 380.29
1066	Loter, Abbie	\$ 119.55
1067	Loucks, Kayla	\$ 68.55
1068	Love, Catherine	\$ 782.59
1069	Love, Natalya	\$ 597.43
1070	Lovelace, Lucy	\$ 25.00
1071	Lovett, Shane	\$ 70.18
1072	Lowe, Catelyn	\$ 25.00
1073	Lucas, Amanda	\$ 145.81
1074	Lucier, Peter	\$ 178.60
1075	Luebbert, David	\$ 65.64
1076	Lupardus, Amy	\$ 134.16
1077	Luttrell, Kloe	\$ 49.70
1078	Lutz, Jessica	\$ 191.26
1079	Lynch, Tanya	\$ 109.72
1080	Maak, Larry,	\$ 125.31
1081	Mabery, Ciara	\$ 121.90
1082	Machino, Katlyn	\$ 155.35
1083	Mackenzie, Hannah	\$ 630.32
1084	Macomber, Caylin	\$ 196.63
1085	Macon, Heather	\$ 70.35
1086	Madden, Erica	\$ 70.69
1087	Madlinger, Emilee	\$ 25.00
1088	Madsen, Kelsey	\$ 58.40
1089	Magee, Jessica	\$ 232.03
1090	Main, Christina	\$ 690.98
1091	Malicoat, Rachel	\$ 851.64
1092	Malin, Nikki	\$ 261.34
1093	Malone, Tramez	\$ 417.91
1094	Maloney, Kelsy	\$ 247.46
1095	Mann, Elisabeth	\$ 102.05
1096	Manning-Obrien, Darcie	\$ 25.00
1097	Manno, Amanda	\$ 34.94
1098	Manns, Rachel	\$ 627.20
1099	Mansfield, Amanda	\$ 25.00
1100	Mantia, Jessica	\$ 490.76

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	<b>Employee</b>	<b>Settlement Award</b>
1101	Marhsall, Brandon	\$ 25.00
1102	Marino, Casey	\$ 617.58
1103	Marks, Katie	\$ 68.53
1104	Markway, Daryan	\$ 81.99
1105	Marotta, Dominique	\$ 69.06
1106	Marsh, Elissa	\$ 49.35
1107	Marsh, Jason	\$ 32.72
1108	Marshall, Brandon	\$ 328.28
1109	Marshall, Gabriella	\$ 25.00
1110	Marshall, Ryan	\$ 68.65
1111	Marshall, Sara	\$ 670.47
1112	Marti, Grace	\$ 82.87
1113	Martin, Aspen	\$ 289.52
1114	Martin, Kayla	\$ 52.53
1115	Martin, Megan	\$ 73.67
1116	Martin, Zachary	\$ 548.40
1117	martinez, Jazzmine	\$ 162.37
1118	Martinez, Melissa	\$ 25.00
1119	Martire, Kayla	\$ 75.44
1120	Marx, Savannah	\$ 48.58
1121	Mason, Tyler	\$ 36.70
1122	Matheny, Krystal	\$ 162.89
1123	Mathis, Gina	\$ 149.09
1124	Mathon, Anna	\$ 25.00
1125	Matlock, Nicole	\$ 462.15
1126	Matlock, Samantha	\$ 25.00
1127	Matteoni, Bridget	\$ 101.80
1128	Mattingly, Alma	\$ 33.91
1129	Mattingly, Kari	\$ 553.73
1130	Mattingly, Mercedes	\$ 790.74
1131	Maune', Amber	\$ 121.69
1132	May, Kelsey	\$ 43.44
1133	Mayfield, Katie	\$ 29.44
1134	McAdon, Lauren	\$ 26.09
1135	McCaffery, Molly	\$ 74.25
1136	Mccallister, Christophe	\$ 481.46
1137	Mccarter, Fatara	\$ 25.00
1138	McCarty, Lindsey	\$ 25.00
1139	Mccglothlin, Dianna	\$ 41.58
1140	Mccloud, Desirae	\$ 302.26
1141	Mccole, Maryssa	\$ 259.17
1142	Mccord, Elizabeth	\$ 51.11
1143	Mccormack, Tim	\$ 170.13
1144	Mccormick-Herbe, Taylor	\$ 297.76
1145	Mccoy, Adrianna	\$ 49.58
1146	Mccullen, Andreana	\$ 25.00
1147	Mcculley, Jody	\$ 25.00
1148	Mccullough, Rachael	\$ 25.00
1149	Mcdaniel, Carey	\$ 57.75
1150	Mcdonald, Meghan	\$ 45.97



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	<b>Employee</b>	<b>Settlement Award</b>
1151	Mcdonnell, Caitlin	\$ 25.00
1152	McDowell, Alisha	\$ 25.00
1153	McDowell, Charles	\$ 25.00
1154	McDowell, Randi	\$ 25.00
1155	McElroy, Allyson	\$ 40.43
1156	Mcfarland, Anna	\$ 205.63
1157	McFarland, Emma	\$ 25.00
1158	Mcgee, Kelsey	\$ 286.64
1159	McGinnis, Brittany	\$ 25.00
1160	McGinnis, Molly	\$ 41.80
1161	Mcgrath, Erin	\$ 96.98
1162	McGuire, Heather	\$ 233.33
1163	Mcindoe, Kc	\$ 133.81
1164	Mckee, Adriana	\$ 86.94
1165	Mckeirnan, Danielle	\$ 25.00
1166	McKenzie, Hannah	\$ 428.39
1167	Mckibben, Jennifer	\$ 1,035.29
1168	Mckiddy, Brittini	\$ 164.38
1169	Mcleod, Chelsey	\$ 80.63
1170	Mcmahon, Kristian	\$ 115.42
1171	Mcmurran, Kelsey	\$ 61.96
1172	McNutt, Shalonda	\$ 110.72
1173	Mcpartland, John	\$ 25.00
1174	Mcsweeney, Kelley	\$ 32.64
1175	Meador, Samantha	\$ 265.57
1176	Meadows, Samantha	\$ 94.36
1177	Medder, Alexandria	\$ 86.17
1178	Meek, Ryan	\$ 593.92
1179	Meeker, Corey	\$ 88.05
1180	Meeks, Crystal	\$ 179.90
1181	Meister, Christie	\$ 73.07
1182	Melching Jr, Greg	\$ 25.00
1183	Melenbach, Samantha	\$ 397.70
1184	Mellin, Katrina	\$ 86.30
1185	Mena, Jesslyn	\$ 154.03
1186	Mendes, Christophe	\$ 168.68
1187	mendez, elena	\$ 43.99
1188	Mendoza, Mia	\$ 106.12
1189	Menke, Ben	\$ 345.37
1190	Menke, Kate	\$ 55.97
1191	Menning, Lauren	\$ 303.86
1192	Merry, Maria	\$ 57.70
1193	Merryman, Angelica	\$ 89.02
1194	Merx, Tamara	\$ 25.00
1195	Metcalf, Haley	\$ 30.63
1196	Metcalf, Tyler	\$ 337.49
1197	Meyer, Jessica	\$ 41.37
1198	Meyers, Alexis	\$ 632.51
1199	Meyers-Schroeder, Brant	\$ 68.18
1200	Middleton, Cyrstal	\$ 117.86

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1201	Miles, Taylor	\$ 175.18
1202	Miller, Allison	\$ 25.00
1203	Miller, Alyssa	\$ 67.89
1204	Miller, Andrea	\$ 866.26
1205	Miller, Austin	\$ 421.35
1206	Miller, Brittany	\$ 25.00
1207	Miller, Jasmine	\$ 75.25
1208	Miller, Jessicka	\$ 44.81
1209	Miller, Katherine	\$ 162.80
1210	Miller, Micha	\$ 36.11
1211	Miller, Samantha	\$ 186.19
1212	Miller, Tarah	\$ 25.00
1213	Milligan, Elizabeth	\$ 251.44
1214	Milligan, Jane	\$ 586.41
1215	Mills, Jaimie	\$ 334.18
1216	Mincks, Kristin	\$ 48.22
1217	Mitalovich, Shawna	\$ 25.00
1218	Mitchell, Loren	\$ 38.50
1219	Mitchell, Melanie	\$ 618.16
1220	Molinaro, Christina	\$ 434.56
1221	Monda, Tyler	\$ 230.39
1222	Montgomery, Marisa	\$ 25.00
1223	Moog, Courtney	\$ 676.97
1224	Moore, Ashley	\$ 129.83
1225	Moore, Courtney	\$ 308.62
1226	Moore, De'asha	\$ 112.22
1227	Moore, Tiffany	\$ 293.82
1228	Morales, Christie	\$ 1,000.36
1229	Morawiec, Aurelie	\$ 356.77
1230	Morisette, Shelby	\$ 25.00
1231	Moritz, Brittany	\$ 337.73
1232	Morris, Emilie	\$ 25.00
1233	Morris, Lindsey	\$ 96.77
1234	Morris, Tara	\$ 25.00
1235	Morrow, Quentin	\$ 68.91
1236	Morton, Madisyn	\$ 57.06
1237	Morton, Megan	\$ 141.91
1238	Moser, Emily	\$ 265.82
1239	Moses, Emily	\$ 194.01
1240	Mosley, Katy	\$ 55.98
1241	Moynihan, Angela	\$ 59.68
1242	Mudd, Sarah	\$ 25.00
1243	Muehlheausler, Leah	\$ 80.05
1244	Mueller, Angela	\$ 57.53
1245	Murillo, Josue	\$ 249.03
1246	Murphy, Marcy	\$ 334.95
1247	Murrell, Sarah	\$ 355.85
1248	Musgrove, Chanteia	\$ 77.14
1249	Mutz, Shasta	\$ 130.72
1250	Mwaikinda, Sekela	\$ 209.21

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1251	Myers, Erica	\$ 25.00
1252	Nadeau, Steve	\$ 232.04
1253	Nash, Nathaniel	\$ 891.31
1254	Natalino, Ryan	\$ 130.82
1255	Neill, Jordan	\$ 330.69
1256	Nelson, Ronishea	\$ 25.00
1257	Nelson, Stephanie	\$ 372.48
1258	Nessling, Elizabeth	\$ 264.82
1259	Nettesheim, Scott	\$ 169.48
1260	Neubauer, Jacob	\$ 56.88
1261	Newcomb, Alexis	\$ 155.99
1262	Newman, Carrie	\$ 38.66
1263	Newman, Michelle	\$ 27.65
1264	Newson, Micheal	\$ 964.22
1265	Nguyen, Hieu	\$ 878.16
1266	Nichols, Jennifer	\$ 25.00
1267	Nichols, Nicole	\$ 28.99
1268	Niebur, Mary	\$ 119.66
1269	Niehoff, Alexis	\$ 200.66
1270	Nierman, Monica	\$ 47.54
1271	Nilges, Casey	\$ 25.00
1272	Nilges, Kassandra	\$ 25.00
1273	Nilges, Skylar	\$ 25.00
1274	Noble, Alexa	\$ 325.14
1275	Noble, Julia	\$ 328.18
1276	Noland, Hailey	\$ 32.50
1277	Noldon, Megan	\$ 107.43
1278	Norman, Rachel	\$ 64.60
1279	North, Katherine	\$ 25.00
1280	Nothstine, Amanda	\$ 444.62
1281	Nozawa, Kimi	\$ 335.86
1282	Nunn, Carli	\$ 606.57
1283	Nunn-Faron, Elizabeth	\$ 276.49
1284	Oballa, Joshua	\$ 140.65
1285	O'brien, Anna	\$ 573.90
1286	O'brien, Kajsa	\$ 115.39
1287	O'brien, Luke	\$ 511.15
1288	Ochs, Brittany	\$ 25.00
1289	O'day, Catherine	\$ 25.00
1290	O'donnell, Kayla	\$ 239.29
1291	Oglesby, Josh	\$ 25.00
1292	Olderman, Claire	\$ 147.04
1293	Oleary, Molly	\$ 25.00
1294	O'leary, Molly	\$ 311.16
1295	O'loughlin, Megan	\$ 130.74
1296	Olten, Joey	\$ 39.52
1297	Onstad, Paige	\$ 30.81
1298	Orf, Austin	\$ 51.95
1299	Orf, Rachel	\$ 262.71
1300	Ortmann, Kelsey	\$ 25.28

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1301	Ortner, Michelle	\$ 379.73
1302	Osantowske, Katherine	\$ 205.00
1303	O'shea, Darby	\$ 123.85
1304	O'shea, Melissa	\$ 128.13
1305	Overy, Ashley	\$ 121.84
1306	Owens, Ashley	\$ 279.60
1307	Pace, Kristina	\$ 283.62
1308	Page, Nicole	\$ 99.52
1309	Paglusich, Rebecca	\$ 25.00
1310	Palas, Olivia	\$ 81.45
1311	Palm, Abigail	\$ 62.67
1312	Palmer, Danelle	\$ 177.68
1313	Palmer, Lacey	\$ 34.87
1314	Palumbo, Alexis	\$ 68.47
1315	Panhorst, Tammy	\$ 443.86
1316	Pappas, Meaghan	\$ 60.88
1317	Paris, Ashley	\$ 245.82
1318	Parker, Chelsea	\$ 885.00
1319	Parker, Garrett	\$ 25.00
1320	Parker, Jon	\$ 524.12
1321	Parker, Kirsten	\$ 217.42
1322	Parker, Lindsey	\$ 130.20
1323	Parker, Sarah	\$ 131.65
1324	Parker, Tyler	\$ 86.16
1325	Parks, Leah	\$ 32.38
1326	Parra, Jennifer	\$ 25.19
1327	Parson, Olivia	\$ 163.59
1328	Parson, Sarah	\$ 25.00
1329	Parsons, Paige	\$ 33.76
1330	Paskero, Ashley	\$ 141.25
1331	Patel, Raj	\$ 30.24
1332	Patkunas, Brandon	\$ 190.90
1333	Patrick, Jessa	\$ 56.70
1334	Patrick, Rachel	\$ 25.00
1335	Patton, Merikayt	\$ 368.16
1336	Paule, Megan	\$ 84.31
1337	Pauley, Melissa	\$ 119.36
1338	Paulson, Tyler	\$ 198.70
1339	Pautz, Mollie	\$ 336.82
1340	Pearson, Joanna	\$ 217.67
1341	Pearson, Korey	\$ 25.00
1342	Pearson, Marshai	\$ 25.00
1343	Peck, Lisa	\$ 25.00
1344	Peck, Sydne	\$ 48.33
1345	Peeler, Donna	\$ 1,012.28
1346	Peebles, Alexandria	\$ 30.83
1347	Pemberton, Kaitlyn	\$ 30.36
1348	Penberthy, Amanda	\$ 25.00
1349	Penn, Ashley	\$ 100.57
1350	Pennington, Eric	\$ 816.51

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1351	Peridore, Haylie	\$ 129.98
1352	Perkins, Emilio	\$ 279.61
1353	Perkins, Rico	\$ 414.92
1354	Perr, Chasity	\$ 121.49
1355	Perry, Alexandra	\$ 217.61
1356	Perry, Quinn	\$ 280.88
1357	Perry, Samantha	\$ 668.80
1358	Petrovic, Kelsey	\$ 25.00
1359	Petty, Keri	\$ 193.25
1360	Phillips, Heidi	\$ 343.47
1361	Phoebus, Sarah	\$ 30.85
1362	Phythian, Ariel	\$ 232.96
1363	Pierce, Kylie	\$ 254.39
1364	Pigg, Melissa	\$ 76.88
1365	Pimmel, Danielle	\$ 53.58
1366	Pingleton, Cheryl	\$ 922.93
1367	Pinz, Hailey	\$ 110.56
1368	Pitchford, Corey	\$ 63.99
1369	Pitchford, Lindsey	\$ 74.51
1370	Pitti, Monica	\$ 596.84
1371	pitts, shane	\$ 152.31
1372	Platoff, Ashly	\$ 517.70
1373	Platte, Elizabeth	\$ 25.00
1374	Poe, Aleah	\$ 45.50
1375	Poe, Ryan	\$ 59.37
1376	Poitra, Konnor	\$ 463.85
1377	Pokorney, Tara	\$ 259.95
1378	Polkaew, Waranpat	\$ 131.04
1379	Pool, Laura	\$ 45.08
1380	Porowski, Kiersten	\$ 87.22
1381	Porter, Aundrea	\$ 25.00
1382	Porter, Stephen	\$ 41.40
1383	Porter, Taylor	\$ 530.78
1384	Post, Regan	\$ 91.31
1385	Postol, Sari	\$ 250.17
1386	Poston, Arah	\$ 162.29
1387	Poteet, Amanda	\$ 25.00
1388	Pound, Jacqueline	\$ 25.00
1389	Powell, Jasmine	\$ 160.06
1390	Powell, Samantha	\$ 132.94
1391	Powers, Sarah	\$ 25.00
1392	Precht, Mollie	\$ 25.00
1393	Preuss, Maria	\$ 25.00
1394	Prinster, Diane	\$ 132.66
1395	Prmonitz, Jaimie	\$ 124.83
1396	Procasky, Breanna	\$ 84.45
1397	Provine, Audrey	\$ 64.62
1398	Pruitt, Kayhla	\$ 25.00
1399	Pruitt, Kaylee	\$ 380.25
1400	Puhrmann, Paige	\$ 27.49

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1401	Pulver, Brian	\$ 25.56
1402	Pupillo, Anna	\$ 146.85
1403	Purcell, Amy	\$ 25.00
1404	Putnam, Stephanie	\$ 203.22
1405	Pyatt, Rebeka	\$ 25.00
1406	Quick, Cheyenne	\$ 171.82
1407	Quin, Devon	\$ 25.00
1408	Rabeck, Michelle	\$ 100.71
1409	Rachal, Chris	\$ 25.00
1410	Radmer, Jordan	\$ 396.38
1411	Ragsdale, Kendra	\$ 518.54
1412	Rahing, Anna	\$ 137.24
1413	Rahmani, Mitra	\$ 41.39
1414	Raines, Sarah	\$ 628.52
1415	Raithel, Kelly	\$ 214.14
1416	Ramirez, Erika	\$ 29.38
1417	Ramos, Desiree	\$ 51.27
1418	Rao, Jamie	\$ 32.03
1419	Rask, Katie	\$ 248.77
1420	Rasmussen, Lindsay	\$ 438.94
1421	Ray, Brittney	\$ 25.00
1422	Ray, Stephanie	\$ 382.17
1423	Readenour, Stacey	\$ 73.65
1424	Reamer, Catrina	\$ 839.39
1425	Recker, Alexandria	\$ 299.09
1426	Redman, Jamie	\$ 25.00
1427	Redmon, Sierra	\$ 177.49
1428	Reecer, Brittney	\$ 46.44
1429	Reed, Heather	\$ 32.11
1430	Reed, Jessica	\$ 25.00
1431	Reeder, Jody	\$ 212.41
1432	Regan, Kim	\$ 84.99
1433	Reichardt, Chloe	\$ 530.59
1434	Reiss, Sarah	\$ 37.59
1435	Rellergert, Alexander	\$ 25.00
1436	Remming, Elizabeth	\$ 44.86
1437	Rendak, Brittany	\$ 174.23
1438	Renner, nicole	\$ 463.19
1439	Retter, Megan	\$ 239.83
1440	Reuter, Stacy	\$ 25.00
1441	Reyes, Ryan	\$ 108.39
1442	Reynolds, Robin	\$ 48.34
1443	Rhein, Samantha	\$ 25.00
1444	Rhoades, Annie	\$ 69.82
1445	Rhoades, Sabrina	\$ 58.70
1446	Rhodenbaugh, Courtney	\$ 300.37
1447	Rhodes, Tracy	\$ 379.39
1448	Rhone, Marquitta	\$ 34.68
1449	Rice, Courtney	\$ 115.77
1450	Richardson, Emily	\$ 181.26

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1451	Richardson, Hayley	\$ 118.46
1452	Richardson, Jennifer	\$ 25.00
1453	Richmond, Maggie	\$ 274.55
1454	Ried, Natalie	\$ 36.41
1455	Rife, Mary	\$ 919.96
1456	Rigdon, Courtney	\$ 57.65
1457	Riley, Kayla	\$ 402.06
1458	Rinda, Taylor	\$ 49.67
1459	Ring, Krystle	\$ 536.64
1460	Riordan, Jenna	\$ 588.97
1461	Ritchie, Trevor	\$ 419.26
1462	Rivera, Cassie	\$ 122.77
1463	Rivera, Karina	\$ 408.50
1464	Rizza, Aubree	\$ 281.54
1465	Roa, Mayela	\$ 54.22
1466	Robbins, Rebekah	\$ 444.03
1467	Roberds, Megan	\$ 38.93
1468	Roberts, Christa	\$ 25.00
1469	Roberts, Jimmy	\$ 326.00
1470	Roberts, Kellie	\$ 161.99
1471	Roberts, Timothy	\$ 68.66
1472	Robertson, Kyle	\$ 25.00
1473	Robins, Chelsea	\$ 95.82
1474	Robinson, Alexis	\$ 175.06
1475	Robinson, Lauren	\$ 66.71
1476	Robinson, Stephen	\$ 146.36
1477	Robinson, Tory	\$ 92.66
1478	Rodgers, Aaron	\$ 132.76
1479	Rodriguez, Emilio	\$ 201.51
1480	Rodriquez, Kristen	\$ 78.44
1481	Roe, Jacob	\$ 139.42
1482	Rogers, Kendra	\$ 25.00
1483	Rolfes, Courtney	\$ 60.28
1484	Rolwes, Amanda	\$ 57.40
1485	Rose, Alyssa	\$ 116.15
1486	Rose, Cora	\$ 25.00
1487	Rose, Hailey	\$ 25.00
1488	Rosemann, Melissa	\$ 236.22
1489	Ross, Cody	\$ 123.55
1490	Ross, Danielle	\$ 352.20
1491	Ross, Nicky	\$ 28.85
1492	Ross, Paige	\$ 234.21
1493	Ross, Sabrina	\$ 25.00
1494	Roth, Kendra	\$ 25.00
1495	Rowden, Victoria	\$ 31.34
1496	Rowe, Kelsey	\$ 293.66
1497	Rowe, Morgan	\$ 198.20
1498	Rozier, Emily	\$ 25.00
1499	Rucker, Jodie	\$ 25.00
1500	Ruckman, Kathryn	\$ 82.39

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1501	Ruff, Ariel	\$ 215.17
1502	Runyon, Adam	\$ 85.42
1503	Ruppel, Rachel	\$ 58.32
1504	Rush, Katherine	\$ 25.00
1505	Russell, Ashleigh	\$ 25.00
1506	Russell, Courtney	\$ 89.19
1507	Rutledge, Sammantha	\$ 25.00
1508	Ruzicka, Elizabeth	\$ 142.67
1509	Sabri, Jasmine	\$ 120.18
1510	Salihovic, Asmira	\$ 596.39
1511	Salihovic, Mira	\$ 25.00
1512	Sanazaro, Jessica	\$ 45.02
1513	Sandbrink, Valerie	\$ 588.77
1514	Sanders, Christine	\$ 394.87
1515	Sanders, Jade	\$ 55.30
1516	Sanders, Melissa	\$ 889.62
1517	Sanders, Morgan	\$ 51.70
1518	Sandknop, Katherine	\$ 72.92
1519	Sanner, Caroline	\$ 25.35
1520	Sante, Madison	\$ 41.58
1521	Sasek, Jordan	\$ 576.73
1522	Saunders, Kimberly	\$ 62.48
1523	Savio, Kayla	\$ 92.37
1524	Schaefer, Dana	\$ 369.00
1525	Schaefer, Shaunna	\$ 89.67
1526	Schalk, Elizabeth	\$ 284.76
1527	Schallert, Hope	\$ 129.40
1528	Scherer, Jeanette	\$ 25.00
1529	Scherer, Samantha	\$ 285.25
1530	Schilling, Latrease	\$ 281.22
1531	Schlueter, Amanda	\$ 589.47
1532	Schmidt, Emily	\$ 123.75
1533	Schmidt, Kirsten	\$ 110.31
1534	Schmidt, Stephanie	\$ 25.00
1535	Schmitt, Alicia	\$ 39.16
1536	Schneck, Breana	\$ 166.76
1537	Schneider, Stephanie	\$ 211.06
1538	Schnieders, Julia	\$ 52.16
1539	Schnur, Mark	\$ 238.87
1540	Schodroski, Amanda	\$ 87.10
1541	Schoonover, Terry	\$ 25.00
1542	Schroff, Haley	\$ 187.86
1543	Schueler, Brooke	\$ 63.16
1544	Schuh, Amber	\$ 154.94
1545	Schuh, Ashleigh	\$ 136.38
1546	Schultz, Kayla	\$ 106.33
1547	Schultz, Tiffany	\$ 618.60
1548	Schulze, Jamie	\$ 84.08
1549	Schum, Lana	\$ 48.94
1550	Schum, Whitney	\$ 172.17



**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1551	Schumer, Cortney	\$ 224.04
1552	Schuppe, Sabrina	\$ 51.56
1553	Schuster, Natasha	\$ 419.53
1554	Schwartz, Meagan	\$ 102.36
1555	Schwartz, Olivia	\$ 177.88
1556	Schweigert, Gail	\$ 43.23
1557	Scott, Ayanna	\$ 172.28
1558	Scott, Erica	\$ 42.89
1559	Scott, Lauren	\$ 190.14
1560	Scott, Sydney	\$ 130.53
1561	Scott, Taylor	\$ 25.00
1562	Scott, Whitney	\$ 141.47
1563	Scotting, Ashley	\$ 81.15
1564	Scruton, Amber	\$ 74.22
1565	Seaford, Andrew	\$ 167.14
1566	Sechrest, Barbara	\$ 59.07
1567	sederes, Maria	\$ 827.05
1568	Seider, Amanda	\$ 427.98
1569	Selbert, Brigitte	\$ 25.00
1570	Semanik, Stephanie	\$ 264.18
1571	Serfass, Carlee	\$ 204.92
1572	Serfass, Chelsea	\$ 727.31
1573	Severine, Amanda	\$ 546.78
1574	Sevier, Nichole	\$ 25.00
1575	Shackleford, Shawnika	\$ 25.00
1576	Shadowens, Tiffani	\$ 60.97
1577	Shaffer, Megan	\$ 116.03
1578	Shalberg, Jennifer	\$ 521.80
1579	Shalenko, Lacey	\$ 69.06
1580	Shannon, Brandon	\$ 27.35
1581	Sharamitaro, Jennifer	\$ 26.90
1582	Shaw, Eli	\$ 77.89
1583	Shaysteh, Romina	\$ 114.23
1584	Shaza, Michelle	\$ 25.00
1585	Shea, Lauren	\$ 323.80
1586	Sheehy, Shelbie	\$ 768.17
1587	Sheer, Nicole	\$ 126.77
1588	Shegog, Cameron	\$ 443.86
1589	Shelton, Brandy	\$ 49.48
1590	Sherwood, Jessica	\$ 29.75
1591	Sherwood, Tina	\$ 62.91
1592	Shields, Kelly	\$ 284.91
1593	Shields, Nicole	\$ 32.46
1594	Shipley, Laura	\$ 223.25
1595	Shirley, Sarah	\$ 79.63
1596	Shuaib, Sarrah	\$ 559.57
1597	Shull, Dulce	\$ 596.97
1598	Sides, Hannah	\$ 25.00
1599	Siebum, Jessica	\$ 114.32
1600	Sieg, Cory	\$ 200.28

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
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	<b>Employee</b>	<b>Settlement Award</b>
1601	Sieker, Jade	\$ 25.00
1602	Sifrig, Allison	\$ 25.00
1603	Sigman, Dana	\$ 25.00
1604	Signaigo, Ashley	\$ 139.70
1605	Sileo, Carla	\$ 210.98
1606	Siler, Kwanchai	\$ 540.01
1607	Simmons, Reanne	\$ 64.18
1608	Simon, Claire	\$ 231.19
1609	Simon, Raechel	\$ 361.33
1610	Simpson, Deyanna	\$ 182.10
1611	Simpson, Tiffany	\$ 543.38
1612	Sims, Logan	\$ 50.20
1613	Singharath, Joy	\$ 623.94
1614	Singler, Michele	\$ 260.72
1615	Singleton, Cassandra	\$ 164.53
1616	Sitze, Savannah	\$ 146.54
1617	Skaggs, Crystal	\$ 119.74
1618	Skees, Stephanie	\$ 25.00
1619	Skrabacz, Stephanie	\$ 237.71
1620	Skulman, Laura	\$ 25.00
1621	Slay, Lindsey	\$ 74.17
1622	Smith, Ashley	\$ 196.91
1623	Smith, Bianca	\$ 25.00
1624	Smith, Breeanna	\$ 105.34
1625	Smith, Emily	\$ 26.84
1626	Smith, Felisha	\$ 49.92
1627	Smith, Hope	\$ 174.33
1628	Smith, Kaila	\$ 297.19
1629	Smith, Lauren	\$ 250.10
1630	Smith, Leeann	\$ 270.29
1631	Smith, Mechelle	\$ 47.68
1632	Smith, Rebecca	\$ 40.87
1633	Smith, Samantha	\$ 50.45
1634	Smith, Tiffany	\$ 40.63
1635	Smith, Victoria	\$ 350.88
1636	Smugala, Kaitlyn	\$ 109.02
1637	snodgrass, jenna	\$ 126.54
1638	Snow, Alexandra	\$ 162.74
1639	Snow, Tierra	\$ 46.45
1640	Snyder, Abigael	\$ 25.00
1641	Snyder, Kristin	\$ 98.22
1642	Snyder, Kristinr	\$ 25.00
1643	Sockow, Tesia	\$ 25.00
1644	Soptick, Amanda	\$ 60.56
1645	Southerland, Courtney	\$ 75.60
1646	Sparks-Schuler, Jazmyn	\$ 182.95
1647	Spearman, Alyssa	\$ 25.00
1648	Spell, Amanda	\$ 121.81
1649	Spencer, Kari	\$ 106.30
1650	Spencer, Sierra	\$ 72.05

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
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	<b>Employee</b>	<b>Settlement Award</b>
1651	Speno, Kenyatta	\$ 75.75
1652	Spies, Jessica	\$ 117.43
1653	Spiro, Brittany	\$ 812.80
1654	Spreckelmeyer, Ashley	\$ 118.53
1655	Sproat, Michelle	\$ 330.69
1656	Squires, Miryah	\$ 368.50
1657	Staats, Haley	\$ 621.33
1658	Stabenow, Mackenzie	\$ 121.59
1659	Stafford, Maegan	\$ 50.16
1660	Stanart, Kaitlin	\$ 25.00
1661	Stapf, Chelsea	\$ 841.98
1662	Stark, Lance	\$ 159.08
1663	Staten, Jasmine	\$ 309.19
1664	Stauffer, Caitlin	\$ 42.78
1665	Stauffer, Stephanie	\$ 104.23
1666	Stech, Dustin	\$ 26.16
1667	Steinkamp, Cassidy	\$ 231.61
1668	Stengel, Heather	\$ 66.82
1669	Stennes, Lily	\$ 59.19
1670	Stepetin, Jordyn	\$ 519.22
1671	Stephenson, Chanel	\$ 27.11
1672	Stephenson, Christain	\$ 321.46
1673	Stevens, Anthony	\$ 25.37
1674	Stevens, Hannah	\$ 28.34
1675	Stevens, Parker	\$ 41.05
1676	Steward, Claire	\$ 45.64
1677	Stewart, Robert	\$ 25.00
1678	Sticker, Samantha	\$ 53.61
1679	Stiers, Kristin	\$ 25.00
1680	Stinson, Jennifer	\$ 348.49
1681	Stitch, Rebecca	\$ 25.00
1682	Stoll, Samantha	\$ 192.84
1683	Stolle, Samantha	\$ 25.00
1684	Stolzer, Tara	\$ 25.00
1685	Stone, Kristen	\$ 49.27
1686	Storts, Kylie	\$ 34.11
1687	Stotler, Shane	\$ 59.21
1688	Stout, Jess	\$ 310.98
1689	Stout, Jessica	\$ 25.00
1690	Strange, Brook	\$ 36.95
1691	Strassner, Kelsey	\$ 205.35
1692	Strate, Addison	\$ 328.18
1693	Straus, Lindsay	\$ 57.86
1694	Stricker, Samantha	\$ 73.51
1695	Strong, Dockeshia	\$ 169.48
1696	Strope, Caitlin	\$ 111.70
1697	Stroup, Rachel	\$ 405.95
1698	Stueckel, Elizabeth	\$ 357.99
1699	Stumborg, Audrey	\$ 522.23
1700	Stumpe, Emily	\$ 54.66

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1701	Suchara, Victoria	\$ 84.36
1702	Suchland, Kayla	\$ 128.31
1703	Sullens, Dana	\$ 1,101.35
1704	Sullins, Taryn	\$ 107.91
1705	Sullivan, Erin	\$ 25.19
1706	Sullivan, Renitta	\$ 151.13
1707	Sumida, Jennifer	\$ 429.37
1708	Summers, Alyson	\$ 25.00
1709	Susina, Emily	\$ 84.92
1710	Sutton, Jessica	\$ 812.96
1711	Swafford, Amber	\$ 107.16
1712	Swearingen, Brittany	\$ 25.00
1713	Swearingen, Nora	\$ 34.33
1714	Sweazey, Josh	\$ 25.00
1715	Sweezey, Julian	\$ 784.35
1716	swyear, Ella	\$ 235.55
1717	Syrcl, Nathaniel	\$ 131.48
1718	Tarantino, Megan	\$ 50.97
1719	Taylor, Brandon	\$ 957.11
1720	Taylor, Jennifer	\$ 641.84
1721	Taylor, Sadie	\$ 84.54
1722	Tebow, Patrick	\$ 909.96
1723	Teiberis, Kenna	\$ 184.21
1724	Tempia, Rachel	\$ 128.31
1725	Terbrock, Briana	\$ 395.31
1726	Tharp, Casie	\$ 82.99
1727	Tharp, Kelsey	\$ 164.25
1728	Thiam, Jameela	\$ 393.38
1729	Thoele, Tracie	\$ 865.95
1730	Thomas, Amanda	\$ 25.00
1731	Thomas, Elise	\$ 81.49
1732	Thomas, Rachel	\$ 66.35
1733	Thomas, Tara	\$ 635.41
1734	Thompson, Cindy	\$ 779.66
1735	Thompson, Darrell	\$ 517.43
1736	Thompson, John	\$ 641.30
1737	Thompson, Kaleigh	\$ 77.35
1738	Thompson, Rebecca	\$ 51.20
1739	Thompson, Samantha	\$ 25.00
1740	Thorpe, Kayla	\$ 86.92
1741	Thuet, Jason	\$ 155.54
1742	Tieber, Alec	\$ 270.64
1743	Tierney, Tim	\$ 25.00
1744	Tihen, Lauren N	\$ 201.01
1745	Timmons, Lisa	\$ 53.57
1746	Tipton, Brittany	\$ 73.44
1747	Tipton, Jennifer	\$ 25.00
1748	Tisone, Ryan	\$ 59.98
1749	Tocco, Tiara	\$ 25.00
1750	Tomazi, Lauren	\$ 48.59

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1751	Torbitt, Miranda	\$ 254.28
1752	Torlina, Lauren	\$ 991.21
1753	Toro, Savannah	\$ 25.00
1754	Torres, Natalia	\$ 109.39
1755	Tosie, Kelly	\$ 848.07
1756	Toth, Kayla	\$ 86.42
1757	Totten, Patricia	\$ 25.00
1758	tracy, kimberly	\$ 367.22
1759	Tracy, Madyson	\$ 293.13
1760	Trammell, Zachary	\$ 29.13
1761	Trankler, Sydnee	\$ 25.00
1762	Trapp, Andrew	\$ 253.66
1763	Trautwein, Leslie	\$ 25.00
1764	Treis, Sonya	\$ 25.00
1765	Trelawney, Garryth	\$ 92.35
1766	Trent, Melissa	\$ 912.69
1767	Triplett, Juliana	\$ 51.50
1768	Trippe, Alexis	\$ 47.13
1769	Trost, Victoria	\$ 37.93
1770	Trudell, Stephanie	\$ 260.74
1771	Trujillo, Diandra	\$ 33.10
1772	Truster, Andrea	\$ 154.32
1773	Tuetken, Stephanie	\$ 152.92
1774	Tunze, Haley	\$ 359.60
1775	Turner, Bon	\$ 82.68
1776	Turner, Brittany	\$ 529.68
1777	Turner, Jerneika	\$ 109.09
1778	Turner, Lauren	\$ 54.96
1779	Turner, Tiffany	\$ 25.00
1780	Turner, Tori	\$ 976.47
1781	Turney, Sarah	\$ 175.88
1782	Twitty, Dominique	\$ 40.76
1783	Tyler, Casey	\$ 656.47
1784	Tyler, Lauren	\$ 357.71
1785	Tyler, Tyler	\$ 25.00
1786	Tyree, Keli	\$ 30.53
1787	Underdown, Carley	\$ 100.62
1788	Underwood, Mornae	\$ 138.04
1789	Underwood, Steven	\$ 345.86
1790	Ungerott, Sydney	\$ 312.89
1791	Unterreimer, Marie	\$ 742.27
1792	Urban, Kasey	\$ 73.72
1793	Usesknife, Elizabeth	\$ 25.00
1794	Valerio, Justine	\$ 25.00
1795	Van Camp, Ashley	\$ 30.95
1796	Van Duyne, Lindsey	\$ 142.85
1797	Van Nevel, Jaclyn	\$ 138.20
1798	Van Sambeek, Lindsey	\$ 63.91
1799	Vance, Alyssa	\$ 318.23
1800	Vanorder, Loya	\$ 25.00

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1801	Vansell, Kayla	\$ 34.34
1802	Varner, Kathryn	\$ 215.37
1803	Vaughn, Emily	\$ 25.00
1804	vaughn, jana	\$ 25.00
1805	Vehlewald, Alicia	\$ 65.98
1806	Vehlewald, Cathy	\$ 707.76
1807	Velasco, Jamie	\$ 40.93
1808	Veltrop, Jessica	\$ 88.11
1809	Venturella, Megan	\$ 143.09
1810	Venturella, Nicole	\$ 106.79
1811	Vierling, Kathy	\$ 56.11
1812	Vierling, Stephanie	\$ 323.26
1813	Vignola, Christina	\$ 27.10
1814	Villarreal, Autumn	\$ 62.88
1815	Villasenor, Brittany	\$ 60.95
1816	Vinyard, Jessica	\$ 133.45
1817	Visage, Tyshaleen	\$ 171.38
1818	Vlasak, Gabrielle	\$ 25.00
1819	Vogt, Nicole	\$ 1,002.14
1820	Volansky, Caroline	\$ 25.00
1821	Volkman, Courtney	\$ 143.41
1822	Vollmer, Mariah	\$ 27.26
1823	Vollmer, Monica	\$ 236.08
1824	Wade, Sarah	\$ 34.58
1825	Wager, Brooke	\$ 65.19
1826	Wagner, Lauren	\$ 346.96
1827	Wakeman, Rachel	\$ 66.95
1828	Waldhoff, Brittney	\$ 25.00
1829	Walker, Cody	\$ 191.52
1830	Walker, Kinsey	\$ 65.28
1831	wallace, chyenne	\$ 113.80
1832	Wallace, Darrell	\$ 29.52
1833	Wallace, Hannah	\$ 77.17
1834	Walls Jr, Chris	\$ 32.70
1835	Walls, Jennifer	\$ 530.05
1836	Walsh, Brittany	\$ 306.22
1837	Walsh, Jamie	\$ 354.42
1838	Walsh, Jessica	\$ 25.00
1839	Walsh, Stephanie	\$ 25.00
1840	Walter, Kellie	\$ 148.86
1841	Waltert, Ruedi	\$ 1,058.70
1842	Walton, Rey Anne	\$ 301.28
1843	Walton, Tanya	\$ 358.80
1844	Wampler, Alison	\$ 121.64
1845	Wampler, Breanna	\$ 25.00
1846	Wanner, John	\$ 462.31
1847	Ward, Alia	\$ 305.25
1848	Ward, Danielle	\$ 25.00
1849	Ward, Dariel	\$ 166.29
1850	Warner, Abigail	\$ 77.00

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1851	Washington, Hazaria	\$ 75.59
1852	Wasser, Taylor	\$ 66.85
1853	Watson, Amanda	\$ 34.33
1854	Watson, Christopher	\$ 184.83
1855	Watson, Hannah	\$ 138.31
1856	Watson, Morgan	\$ 89.33
1857	Watson, Nicole	\$ 114.59
1858	Watters, Rebekah	\$ 124.47
1859	Watts, Spencer	\$ 41.73
1860	Watz, Travis	\$ 219.80
1861	Waugh, Sherie	\$ 114.65
1862	Weaver, Jasmine	\$ 75.25
1863	Webb, Allison	\$ 25.00
1864	Webb, Audrey	\$ 183.66
1865	Webb, Danny	\$ 140.34
1866	Webb, Hannah	\$ 25.00
1867	Weber, Callie	\$ 58.47
1868	Weber, Kameron	\$ 259.00
1869	Weddington, Megan	\$ 25.00
1870	Wehmeier, Kayla	\$ 839.36
1871	Weigand, Amy	\$ 236.00
1872	Wein, Krystal	\$ 415.14
1873	Weingartner, Emily	\$ 30.96
1874	Weishaar, Bryanna	\$ 41.05
1875	Weitnauer, Kristen	\$ 63.44
1876	Welborn, Stephanie	\$ 729.30
1877	Welch, Kelly	\$ 996.27
1878	Weldon, Bethany	\$ 302.70
1879	Weller, Joann	\$ 57.10
1880	Wells, Casey	\$ 70.59
1881	Wells, Christina	\$ 247.25
1882	Welsch, Mary	\$ 78.45
1883	Wendorf, Erin	\$ 25.00
1884	Wendt Gibson, Heather	\$ 25.00
1885	Wendt, Taylor	\$ 60.72
1886	Weseman, Jessica	\$ 130.83
1887	Westerheide, Kourtnie	\$ 255.26
1888	Wheat, Timothy	\$ 25.00
1889	White, Bonita	\$ 148.21
1890	White, Courtney	\$ 132.45
1891	White, Kaitlyn	\$ 28.74
1892	White, Kimberly	\$ 71.13
1893	White, Robert	\$ 150.89
1894	WHITE, SAMANTHA	\$ 32.46
1895	White, Victoria	\$ 230.07
1896	Whitehouse, Alanna	\$ 82.29
1897	Whitener, Angelica	\$ 322.94
1898	Whitmore, Matt	\$ 301.83
1899	Whitteaker, Kelly	\$ 575.07
1900	Whitten, Samantha	\$ 245.46

**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1901	Whittington, Allison	\$ 196.12
1902	Whittington, Hannah	\$ 425.99
1903	Wicker, Emily	\$ 28.35
1904	Widdop, Chelsey	\$ 390.30
1905	Wieda, Alena	\$ 334.69
1906	Wiedenhoffer, Ashly	\$ 314.21
1907	Wilborn, Kylee	\$ 198.54
1908	Wilburn, Marjorie	\$ 41.85
1909	Wilder, Kimberly	\$ 269.21
1910	Wilken, Brittni	\$ 60.05
1911	Wilkinson, Tara	\$ 171.40
1912	Williams, Abby	\$ 328.11
1913	Williams, Ashley	\$ 254.74
1914	Williams, Diana	\$ 565.65
1915	Williams, Latasha	\$ 630.67
1916	Williams, Marcus	\$ 180.26
1917	Williams, Megan	\$ 1,218.52
1918	Williams, Misty	\$ 606.35
1919	Williams, Olivia	\$ 35.74
1920	Williams, Rachel	\$ 32.05
1921	Williams, Stephanie	\$ 26.33
1922	Williams, Tiarra	\$ 25.00
1923	Williamson, Alexis	\$ 178.20
1924	Willmore, Melissa	\$ 46.76
1925	Wilson, Alex	\$ 427.47
1926	Wilson, Angela	\$ 719.73
1927	Wilson, Dawn	\$ 89.95
1928	Wilson, Emily	\$ 107.70
1929	Wilson, Eudoria	\$ 312.74
1930	Wilson, Heather	\$ 370.50
1931	Wilson, Jacqueline	\$ 279.61
1932	Wilson, Kristine	\$ 64.36
1933	Wilson, Lexus	\$ 147.16
1934	Wilson, Nick	\$ 468.67
1935	Wilson, Nikki	\$ 49.31
1936	Wilson, Rachel	\$ 555.89
1937	Wilson, Taylor	\$ 372.80
1938	Wilson, Tiffany	\$ 25.00
1939	Wilson, Torrey	\$ 35.92
1940	Wilson, Veronica	\$ 25.00
1941	Wimsatt, Colleen	\$ 25.00
1942	Windell, Allison	\$ 178.20
1943	Windsor, Haley	\$ 34.09
1944	Wines, Erica	\$ 126.86
1945	Winistoerfer, Heidi	\$ 99.95
1946	Winters, Allie	\$ 150.18
1947	Winters, Tara	\$ 136.65
1948	Wise, Alexandria	\$ 25.00
1949	Wixon, Jennifer	\$ 25.00
1950	Woffard, Damon	\$ 37.28



**Davis v. A Sure Wing LLC**  
**Settlement Agreement**  
**Exhibit A**

	<b>Employee</b>	<b>Settlement Award</b>
1951	Wofford, Jordan	\$ 151.44
1952	Wojcicki, Haley	\$ 29.36
1953	Wolcott, Sydney	\$ 103.81
1954	Wold, Kaitlyn	\$ 37.09
1955	Wolf, Emily	\$ 25.00
1956	Wolf, Susan	\$ 629.54
1957	Wolfram, Michael	\$ 54.66
1958	Woodard, Evan	\$ 216.98
1959	Woodland, Latoya	\$ 25.00
1960	Woods, Ashley	\$ 88.52
1961	Woods, Tiaerra	\$ 97.15
1962	Woolfolk, Crystal	\$ 129.63
1963	Woolfolk, Kaylynn	\$ 25.00
1964	Wopp, Sarah	\$ 523.60
1965	Wright, Anna	\$ 416.72
1966	Wright, Carlyn	\$ 35.14
1967	Wright, Heather	\$ 162.09
1968	Wright, Lacie	\$ 25.00
1969	Wright, Leah	\$ 354.52
1970	Wright, Lesleigh	\$ 76.48
1971	Wright, Torrick	\$ 267.79
1972	Wyman, Cassandra	\$ 449.89
1973	Yancy, Shanae	\$ 35.60
1974	Yelton, Brianna	\$ 28.75
1975	Yoakum, Michaela	\$ 137.68
1976	York, Jamie	\$ 343.46
1977	Young, Amy	\$ 520.73
1978	Young, Carissa	\$ 25.00
1979	Young, Nicholas	\$ 25.00
1980	Young, Sheena	\$ 176.78
1981	Young, Tanya	\$ 325.31
1982	Youngstrom, Peter	\$ 84.45
1983	Zahirovic, Mirnesa	\$ 31.47
1984	Zamarripa, Leanita	\$ 25.00
1985	Zapp, Danielle	\$ 39.41
1986	Zarbo, Melissa	\$ 25.00
1987	Zehnle, Amy	\$ 52.14
1988	Zirkelbach, Haley	\$ 532.70
1989	Zoll, Tiffany	\$ 320.69
1990	Zymowski, Caitlin	\$ 25.00
1991	Zytke, Shelby	\$ 52.30

# **EXHIBIT B**

A settlement has been preliminarily approved in a class action lawsuit filed against A Sure Wing, LLC, Diversified Restaurant Holdings, Inc. and AMC Wings, Inc. (collectively "A Sure Wing") called *Davis, et al. v. A Sure Wing, LLC, et al.*, Case No. 15-cv-1384. The lawsuit alleges that A Sure Wing failed to pay minimum wages to their Illinois and Missouri servers and bartenders from December 18, 2012 to June 29, 2015 for Illinois employees, and from May 20, 2013 to June 29, 2015 for Missouri employees (the Class Period).

You are receiving this notice because A Sure Wing's records reflect that you are a class member. A Sure Wing has agreed to pay \$600,000.00 to settle this action. This notice explains your options. You may: (i) do nothing and get a share of the settlement; (ii) exclude yourself from the settlement and not receive a share; or (iii) object to the settlement. The U.S. District Court for the Southern District of Illinois has authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement.

### Who Is Included in the Settlement?

This class action and settlement includes all persons employed by A Sure Wing in Illinois or Missouri who were paid the sub-minimum tip credit rate of pay who were identified by name in the time and payroll data produced by A Sure Wing on June 7, 2016, and only for time periods contained in the data, or from December 18, 2012 to June 29, 2015 for Illinois employees, and from May 20, 2013 to June 29, 2015 for Missouri employees.

### What Is this Lawsuit About?

The lawsuit claimed that A Sure Wing violated the tip-credit provisions of state and federal law minimum wage law because it required servers and bartenders to perform improper types, and excessive amounts, of non-tipped work while paying them the sub-minimum tip credit wage rate. A Sure Wing denies that there is any truth to these claims, and further denies that Diversified Restaurant Holdings, Inc. and AMC Wings, Inc., should be held liable under a successor liability theory. You can learn more about the case, by obtaining a detailed notice or by reviewing the Settlement Agreement, by contacting Plaintiffs' counsel, Werman Salas, P.C. at 312-419-1008, or

by calling the Claims Administrator at 1-xxx-xxx-xxxx.

### What does the Settlement Provide?

The parties estimate that about \$376,100 will be available for distribution to class members. **Your estimated recovery in this settlement is \$ [redacted] in unpaid minimum wages and \$ [redacted] in penalties, liquidated and other non-wage recovery damages.** For a full explanation of how the payments were calculated, please see Section V.8 of the Settlement Agreement. You may request a copy of the Settlement Agreement from Plaintiffs' counsel, Werman Salas, P.C. at 312-419-1008, or the Settlement Administrator at 1-xxx-xxx-xxxx.

Unless you exclude yourself from the settlement as explained below, you will release and forever discharge all claims you have against A Sure Wing under state and local law arising out of the same facts that form the basis of the claims that were asserted in the lawsuit. If you endorse your Settlement Check you also will release any claims you have against A Sure Wing under the federal Fair Labor Standards Act ("FLSA") arising out of the same facts that form the basis of the claims that were asserted in the lawsuit. Class Representatives Davis and Johnson and certain Opt-In Plaintiffs who participated in discovery will provide A Sure Wing with a release of all claims they have against A Sure Wing arising from their employment with, treatment at, wages from, or separation of employment from A Sure Wing.

### What Are Your Options?

(1) If you wish to participate in the settlement and receive a settlement award, do nothing. A check will be mailed to you.

(2) If you do not want to be legally bound by the settlement, you must exclude yourself by [redacted], 2016. To do so, you must mail your written request for exclusion to the Claims Administrator at the address below and provide your name, address, telephone number and last four digits of your Social Security Number. If you exclude yourself, you will not receive money from this settlement, but you will retain your legal rights regarding any claims that you may have for unpaid minimum wages.

(3) You may also object to the settlement by [REDACTED], 2016. **You may not object to the Settlement if you exclude yourself.** If you want to object to the Settlement, you must mail a written statement to both the Clerk of the Court and the Claims Administrator by [REDACTED], 2016. No class member shall be entitled to be heard at the Final Approval hearing or to object to the settlement, unless written notice of the Class Member's intention to appear has been mailed to the Clerk of the Court and the Claims Administrator by [REDACTED], 2016.

to two Opt-In Plaintiffs who were instrumental in prosecuting this Action.

For a full explanation of how to exclude yourself from the settlement or object to the settlement, please see Section V.14 of the Settlement Agreement. You may review the Settlement Agreement by contacting Plaintiffs' Counsel or the Settlement Administrator at

Settlement Administrator: <b>Claims Administrator</b> <b>Address</b> <b>Address line 2</b> <b>(xxx) xxx-xxxx</b>	Plaintiffs' Counsel: <b>Douglas M. Werman</b> <b>Zachary C. Flowerree</b> <b>Werman Salas P.C.</b> <b>77 West Washington</b> <b>Strett, Suite 1402</b> <b>Chicago, IL 60602</b> <b>(312) 419-1008</b>
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### How do I update my Contact Information?

You must notify the Claims Administrator of any changes in your mailing address so that your settlement award will be sent to the correct address. To update your mailing address, contact the Claims Administrator, identified above.

### When is the Final Approval Hearing?

The Court will hold a hearing in this case on [Date], 2016, in Courtroom XXXX, United States Courthouse, 750 Missouri Avenue, East St. Louis, IL 62201 at [Time], to consider, among other things, (1) whether to approve the settlement; (2) a request by the lawyers representing all class members to an award of no more than \$200,000.00 in attorneys' fees and no more than \$3,000 in costs for litigating the case and negotiating a settlement; (3) a request for \$5,000 each as a Service Payment to the two Class Representatives for their service to the Class in initiating and pursuing the litigation; and (4) a request for \$500 each as Service Payments